

Memorandum of Settlements

dated 8th September 1983

(Regarding Mechanisation & Computerisation & Other
Issues)

and

17th September 1984 (Regarding Fourth Bipartite
Settlement)

between

Managements of Certain Banks

(represented by the Indian Banks' Association)

and

their Workmen

(represented by the All India Bank

Employees' Association and the

National Confederation of

Bank Employees)

INDIAN BANKS' ASSOCIATION

Stadium House, 6th Floor, 81-83, Veer Nariman Road,
Bombay-400 020.

Bipartite Settlement

(8th September 1983)

Regarding Mechanisation and Computerisation and Voluntary Cessation of Employment by the Employees

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Bipartite Settlement

(8th September, 1983)

Regarding Other Issues

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(17th September, 1984)

Regarding 'A' Class Banks

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MEMORANDUM OF SETTLEMENT dated the 8th September, 1983 between the Managements of 58 banks as represented by the Indian Banks' Association and their workmen as represented by the All India Bank Employees' Association and the National Confederation of Bank Employees.

(Under Section 2(p) and Section 18(1) of the Industrial Disputes Act 1947 read with Rule 58 of the Industrial Disputes (Central) Rules, 1957).

Name of the Parties : 58 banks listed in Schedule I to this Memorandum of Settlement and their workmen

Representing the Employers :

1	Shri N. Vaghul
2	Shri S. L. Baluja
3	Shri L. B. Bhide
4	Shri P. S. V. Mallya
5	Shri M. Ram Mohan Rao
6	Shri C. R. Vaitheeswaran
7	Shri G. Chandran
8	Shri A. V. Rajagopalan
9	Shri R. S. Gupta
10	Shri R. K. Ghotgalkar
11	Shri K. Venkatachari

Khadpe

Representing the Workmen

12 Shri N. S. Pradhan
13 Shri B. D. Upasani
14 Shri V. S. Kamat

15 Shri S. Mohan Kumar

Duly authorised on behalf of the Indian Banks' Association

1 Shri Prabhat Kar
2 Shri K. K. Mundul
3 Shri P. S. Sundaresan
4 Shri Tarakeswar Chakraborti
5 Shri N. Sampath
6 Shri A. Sundara Rao
7 Shri P. N. Tewari
8 Shri R. D. Trivedi
9 Shri Sudesh Kumar
10 Shri T. B. Rai

All India Bank Employees' Association

1 Shri O. P. Gupta
2 Shri S. N. Duber
3 Shri M. Rajagopal
4 Shri P. Balagopala Menon
5 Shri P. Lakshmi Narasaiah
6 Shri M. R. Awasthi
7 Shri G. K. Awasthi
8 Shri Ashok Singh
9 Shri C. Coutto
10 Shri M. M. Pednekar
11 Shri Gurdas Chatterjee

12 Shri S. P. Raman
13 Shri Balbir Singh Chowdhary
14 Shri R. C. Dawar
15 Shri Nihaluddin
16 Shri M. K. Rehani

**National Confederation
of Bank Employees**
SHORT RECITAL OF THE CASE

WHEREAS

- (a) The parties to this Settlement were parties to and signed six Memoranda of Settlements dated 1st August 1979, 31st October 1979, 22nd November 1979 and the 7th April 1980
- (b) By the Memorandum of Settlement dated the 7th April 1980, certain demands/issues set out in the Second Schedule to that Memorandum of Settlement were referred to arbitration by a Board of Arbitrators;
- (c) The Board of Arbitrators had by their award dated 11th May, 1981 awarded that the reference to the Board was misconceived and invalid and therefore liable to be dismissed
- (d) The parties have since discussed the said demands/issues on several occasions and have come to a settlement on some of the said demands/issues, which settlement is recorded here-under; and the parties agree that the matters

agreed to under this Settlement shall be binding on them in terms of Section 18(1) of the Industrial Disputes Act, 1947, and that this Settlement shall be filed with the appropriate authorities as required by Rule 58 of the Industrial Disputes (Central) Rules.

NOW THEREFORE, it is hereby agreed by and between the parties hereto as follows :

TERMS OF SETTLEMENT

1. Mechanisation and Computerisation

In modification of Clauses 6.1 and 6.3 of Chapter VI of the Settlement dated 19th October 1966, between IBA and AIBEA and AIBEF and in amplification of, but without prejudice to any understanding/agreement/settlement in the banks listed in Schedule I hereto, parties agree as under:

- (I) Accounting Machines electric/electronic, other than computers, may be utilised in banks for the following purposes
- (a) Current accounts,
 - (b) Savings bank accounts,
 - (c) Other deposit accounts,
 - (d) General ledger accounts,
 - (e) Cash credit and loan accounts,
 - (f) Salary and pay roll.

No accounting machines will be used at rural branches and no electronic machines with memory will be installed at semi-urban centres except as provided for below :

- (i) At rural and semi-urban branches, machines may be used for the limited purpose of management information system including general ledger accounts.

(ii) At rural and semi-urban branches where the total clerical strength exceeds 15, machines may be used for the purposes listed in (I) above.

(II) Computers including mini-computers may be utilised in banks for the following purposes :

- (a) Clearing operations in Area I centres,
- (b) Reconciliation of inter-branch/agency/government accounts/travellers cheque transactions/ credit cards,
- (c) Transfer/remittance of funds through improved systems,
- (d) Foreign exchange transactions,
- (e) Management of investments,
- (f) Management information systems including credit information, statistical and budgetary data and annual closing returns,
- (g) Personnel inventory, provident fund and pension.
- (h) Inventory control,
- (i) Merchant banking,
- (j') Salary and pay roll where this is already on computers or where the matter is governed by any agreement or arrangement between any individual bank and its union, entered into already or hereafter.

Items mentioned above may also be processed through machines referred to in (I) above.

(III) In so far as large computers other than mini-computers are concerned, not more than one will be installed at one centre in each bank and the capacity of such large computer shall not be more than what is being used in Reserve Bank of India from time to time. No large computer will, however, be installed for an initial period of 18 months from the date of this Settlement in banks, which have less than 500 branches.

(IV) The banks may use such number of mini-computers as are warranted by their needs and exigencies; the maximum number of computers (including the large computers) that any one bank can have will be restricted to one for each Area I centre and an additional one for every 200 branches/offices or major part thereof with a minimum of one, or 18 computers whichever is lower; so, however, that any individual bank will be at liberty to install such number of computers at one or more places according to their administrative conveniences.

(V) The banks may own computers themselves or through consortium. Till such time as a bank which is permitted to own a large computer installs it, it may hire time from or through other agencies. Such hiring may also be done in respect of mini-computers; but only for a period of 2 years and thereafter for temporary periods to meet administrative exigencies such as break-down etc. However, work in connection with data processing through punching or otherwise, in case of both types of computers will be done at the banks as soon as arrangements for space, selection and training of staff are completed. Banks will make speedy arrangements towards this end.

(VI) There shall be no retrenchment of staff as a result of the introduction of machines/computers. If there is any displacement of staff as a result of introduction of such machines/computers, it shall be kept to the minimum. The staff so displaced will be absorbed in the same city or town.

(VII) Maintenance of the present staff strength and inflow of staff shall be commensurate with the expansion in the banking industry.

(VIII) The question of further extension of mechanisation/ computerisation in the industry will be reviewed by the parties

after an expiry of a period of 3 years from the date of this Settlement and a fresh agreement entered into within a period of 6 months thereafter. However, it will be open to individual banks even during the currency of this Settlement to enter into any understanding/agreement/ settlement with their representatives/recognised unions for further enlargement of the scope of mechanisation/ computerisation.

(IX) If any new categories of employees are appointed as result of introduction of computers for performance of higher level duties than what is envisaged in existing settlement/agreement the special allowances payable to them will be settled by mutual discussions between the parties ; till such time as this is done, such categories of employees will be paid special allowance as applicable to machine operators.

2. Voluntary Cessation of Employment by the Employees

Where an employee has not submitted any application for leave and absents himself from work for a period of 90 or more consecutive days without or beyond any leave to his credit or absents himself for 90 or more consecutive days beyond the period of leave originally sanctioned or subsequently extended and where there is satisfactory evidence that he has taken up employment in India and the management is satisfied that he has no present intention of joining duties, the management may at any time thereafter give a notice to the employee's last known address calling upon the employee to report for duty within 30 days of the notice, stating, inter alia, the grounds for the management coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days or unless he gives an explanation for his absence satisfying the management that he has not taken up another employment or avocation and that he has no

intention of not joining duties, the employee will be deemed to have voluntarily retired from the bank's service on the expiry, of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service.

In case of an employee who has gone abroad, and has not submitted any application for leave and absents himself for a period of 150 or more consecutive days without or beyond any leave to his credit or absents himself for 150 or more consecutive days beyond the period of leave originally sanctioned or subsequently extended and where the management has reasons to believe that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee's last known address calling upon the employee to report for duty within 30 days of the notice. Unless the employee reports for duty within 30 days or unless he gives an explanation for his absence satisfying the management, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice, in the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service.

3. Data of Effect

This Settlement will come into force with effect from the date hereof and shall remain in force for a period of 4 years and the terms and conditions hereof shall continue to govern and bind the parties even thereafter until the Settlement is terminated by either party giving to the other a statutory notice as

prescribed in law for the time being in force.

4. Copies of the Memorandum of Settlement will be jointly forwarded by the parties to the authorities listed under Rule 58 of the Industrial Disputes Act (Central Rules) so that terms and conditions thereof are binding on the parties as provided in law.

5. If any doubt or difficulty arises regarding interpretation of any provision of this Settlement, the matter will be taken up only at the level of Indian Banks' Association and the All India Bank Employees' Association and National Confederation of Bank Employees for discussion and settlement

6. The demands raised on behalf of the workmen by the All India Bank Employees' Association and the National Confederation of Bank Employees in their Charters of Demands dated 3rd January 1983 and 22nd February 1983, respectively, furnished to the Indian Banks' Association will be discussed and negotiated between the parties with a view to arriving at a negotiated settlement. The said discussions and negotiations shall be commenced within a month of the date of this Settlement.

For Indian Banks' Association

(S/Shri)

N. Vaghul	A.	V.
Rajagopalan		
S. L Baluja	R. S. Gupta	
L B. Bhide	R.	K.
Ghotgalkar		
P. S. V. Mallya	K. Venkatachari	
M. Ram Mohan Rao	N. S. Pradhar.	
C. R. Vaitheeswaran	B. D, U pagan i	
G. Chandran	V. S. Kamat Kadpe	

For All India Bank

For National

Confederation

Employees' Association

of Bank Employees

(S/Shri)	(S/Shri)
Prabhat Kar	0. P. Gupta
K. K. Mundual	S. N.
Duber	
Tarakeswar Chakraborti	M .
Rajagopal	
N. Sampatn	P. Balagopala
Menon	
P. S. Sundaresan	P. Lakshmi

Narasaiah

A. Sundara Rao

M. R.

Awasthi

Witnesses :

(S/Shri)

S. Mohan Kumar

P. N. Tiwari

G, K.

Awasthi

C.C. to :

1. Asst Labour Commissioner (Central)
2. Regional Labour Commissioner (Central)
3. Chief Labour Commissioner (Central), New Delhi
4. The Secretary to the Government of India, Ministry

of Labour, New Delhi.

SCHEDULE I

LIST OF BANKS

1. Algemene Bank Neder land N.V.
2. Allahabad Bank
3. American Express International Banking Corporation
4. Andhra Bank
5. Bank of America NT & SA
6. Bank of Baroda
7. Bank of India
8. Bank of Maharashtra
9. The Bank of Rajasthan Ltd.
10. The Bank of Tokyo Ltd.
11. Banque Nationale De Paris
12. The British Bank of the Middle East
13. Canara Bank
14. The Catholic Syrian Bank Ltd.
15. Central Bank of India

16. The Chartered Bank

17. Citibank N.A.

18. Corporation Bank

19. Dena Bank

20. The Federal Bank Ltd.

21. Grindlays Bank p.l.i.

22. The Hindustan Commercial Bank Ltd.

23. Indian Bank

24. Indian Overseas Bank

25. The Jammu & Kashmir Bank Ltd.

26. Karnataka Bank Ltd.

27. The Karur Vysya Bank Ltd.

28. The Lakshmi Commercial Bank Ltd.

29. The Hongkong and Shanghai Banking Corporation

30. The Mitsui Bank Ltd.

31. New Bank of India

32. Oriental Bank of Commerce

33. Punjab National Bank

34. Punjab & Sind Bank

35. The Sangli Bank Ltd.

36. The South Indian Bank Ltd.

37. State Bank of Bikaner & Jaipur

38. State Bank of Hyderabad

39. State Bank of India

40. State Bank of Indore

41. State Bank of Mysore

42. State Bank of Patiala

43. State Bank of Saurashtra

44. State Bank of Travancore
 45. Syndicate Bank
 46. Union Bank of India
 47. United Bank of India
 48. United Commercial Bank
 49. United Industrial Bank Ltd.
 50. Vijaya Bank
 51. The Vysya Bank Ltd.
 52. The Benares State Bank Ltd.
 53. Bharat Overseas Bank Ltd.
 54. The Lakshmi Vilas Bank Ltd.
 55. The Nedungadi Bank Ltd.
 56. The Miraj State Bank Ltd.
 57. The Parur Central Bank Ltd.
 58. The Purbanchal Bank Ltd.

MEMORANDUM OF SETTLEMENT dated the 8th September, 1983 between the Managements of 58 banks as represented by the Indian Banks' Association and 'their workmen as represented by the All India Bank Employees' Association and the National Confederation of Bank Employees.

(Under Section 2(p) and Section 18(1) of the Industrial Disputes Act 1947 read with Rule 58 of the Industrial Disputes (Central) Rules, 1957).

Name of the Parties :	58 banks listed in Schedule I to this Memorandum of Settlement and their workmen
Representing the Employers :	1 Shri N. Vaghul 2 Shri S. L. Baluja

	3	Shri L. B. Bhide
	4	Shri P. S. V. Mallya
	5	Shri M. Ram Mohan
Rao		
	6	Shri C. R.
Vaitheeswaran		
	7	Shri G. Chandran
	8	Shri A. V. Rajagopalan
	9	Shri R. S. Gupta
	10	Shri R. K. Ghotgalkar
	11	Shri K. Venkatachari
	12	Shri N. S. Pradhan
	13	Shri B. D. Upasani
	14	Shri V. S. Kamat
Khadpe		
	15	Shri S. Mohan Kumar

the

Representing the Workmen

Chakraborti

Duly authorised on behalf of

Indian Bank's Association

- 1 Shri Prabhat Kar
 2 Shri K. K. Mundul
 3 Shri P. S. Sundaresan
 4 Shri Tarakeswar
 5 Shri N. Sampath
 6 Shri A. Sundara Rao
 7 Shri P. N. Tewari
 8 Shri R. D. Trivedi
 9 Shri Sudesh Kumar
 10 Shri T. B. Rai

Association

Menon

Narasaiah

Chatterjee

Chowdhary

Confederation

**All India Bank
E m p l o y e e s '**

- 1 Shri O. P. Gupta
- 2 Shri S. N. Duber
- 3 Shri M. Rajagopal
- 4 Shri P. Balagopala

- 5 Shri P. Lakshmi

- 6 Shri M. R. Awasthi
- 7 Shri G. K. Awasthi
- 8 Shri Ashok Singh
- 9 Shri C. Coutto
- 10 Shri M. M. Pednekar
- 11 Shri Gurdas

- 12 Shri S. P. Raman
- 13 Shri Balbir Singh

- 14 Shri R. C. Dawar
- 15 Shri Nihaluddin
- 16 Shri M. K. Rehani

N a t i o n a l

of Bank Employees

SHORT RECITAL OF THE CASE

WHEREAS

(a) The parties to this Settlement were parties to and signed six Memoranda of Settlements dated 1st August 1979, 31st October 1979, 22nd November 1979 and 7th April 1980 ;

(b) By the Memorandum of Settlement dated 7th April 1980, certain demands/issues set out in the Second Schedule to that Memorandum of Settlement were referred to arbitration by a Board of Arbitrators ;

(c) The Board of Arbitrators had by their award dated 11th May, 1981 awarded that the reference to the Board was misconceived and invalid and therefore liable to be dismissed

(d) The parties have since discussed the said demands/issues on several occasions and have come to a settlement on some of the said demands/issues, which settlement is recorded here-under; and the parties agree that the matters agreed to under this Settlement shall be binding on them in terms of Section 18(1) of the Industrial Disputes Act 1947, and that this Settlement shall be filed with the appropriate authorities as required by Rule 58 of the Industrial Disputes (Central) Rules.

NOW THEREFORE, it is hereby agreed by and between the parties hereto as follows :

TERMS OF SETTLEMENT

1. Stagnation Increments

(i) For every five completed years of service after reaching the maximum in the scale of pay, members of the clerical and subordinate staff will be granted stagnation increments subject to a maximum of two increments each equivalent to the last increment in the respective scales of pay. The period of stagnation for this purpose will be reckoned from the date of

reaching the maximum of the scale of pay. In case of an employee who is eligible for stagnation increments, the first such increment will be granted effective from the date on which it falls due or from 1st January 1980, whichever is later, but the next increment will accrue to him on completion of five years of service as from the date, the first stagnation increment falls due but not earlier than 1st January 1981.

(ii) The grant of the stagnation increments would be subject to the following conditions :

(a) Stagnation increments would rank for superannuation benefits, i.e., provident fund and gratuity and wherever applicable pension, and only in the case of subordinate staff for dearness allowance. In the case of all workmen, stagnation increments would rank for H.R.A., C.C.A, and other allowances.

(b) Stagnation increments would not be given to an employee who at any time after the commencement of this Settlement after being offered and/or selected for promotion refuses to accept such promotion.

2. Date of Increment

In supersession of Clause 4.11 of the Settlement dated 19th October 1966 between IBA and AIBEA and AIBEF and Clause 4.11 of the Settlement dated 23rd December 1966 between BOB and AIBOBEF and Clause 3.11 of the Settlement dated 14th December 1966 between IOB and AIOBEU and Clause 4 of the Settlement dated 24th February 1970 as modified by the subsequent Settlement dated 15th September 1970 between SBI and AISBISF, parties agree that the increment specified in the various scales of pay applicable to workmen shall accrue on an annual basis and shall be given effect to on the first day of the month in which it falls due.

However, where for any reason whatsoever, the date

of increment has to be postponed under the service conditions such postponement will be notionally made in the actual date on which the increment accrues. If on such postponement either in the first instance or on acumulative basis such date of accrual of increment shifts to any subsequent calendar month, the increment will be released on the first of that subsequent month.

3. Date of Retirement

In partial modification of Clause 18.1 of the Settlement dated 19th October 1966 between IBA and AIBEA and AIBEF and Clause 16.1 of the Settlement dated 14th December 1966 between IOB and AIOBEU and Clause 11.1 of the Settlement between SBI and AISBISF dated 31st March 1967 as modified, parties agree that for the purposes of retirement as envisaged in the said provisions, the retirement shall take effect on the last date of the month in which he completes such age.

4. Departmental Enquiry - Defence Representative - Halting Allowance

In partial modification of Clause 19.12 (d)of the Bipartite Settlement between IBA and AIBEA and AIBEF dated 19th October 1966 and Clause 19.12(d) of the Settlement dated 23rd December 1966 between BOB and AIBOBEF and Clause 17.12(d)of the Settlement dated 14th December 1966 between IOB and AIOBEU and Clause 5.16 of the Settlement between SBI and AISBISF dated 31st March 1967 as modified, parties agree as under in respect of the banks listed in Schedule I.

the representative defending the employee is an employee of the same bank at an outstation branch within the same state, he shall be relieved on special leave (on full pay and allowances) to represent the employee and be paid one to and fro fare. The class of fare to which he will be entitled would be the same as while travelling on duty, in case of any

adjournment at the instance of the bank/enquiry officer, he may be asked to resume duty and if so, will be paid fare for the consequential journey. He shall also be paid full halting allowance for the period he stays at the place of the enquiry for defending the employee as also for the days of the journeys which are undertaken at the bank's cost.

Explanation

'State' for the purpose, shall mean the area which constituted a political State as on 19th October 1966, but this explanation will not apply to SBI.

5. Subsistence Allowance

In partial modification of paragraph 557 of the Sastry Award and paragraph 17.14 of the Desai Award, the following provisions shall apply in regard to payment of subsistence allowance to workmen under suspension in respect of the banks listed in Schedule I.

(a) Where the investigation is not entrusted to or taken up by an outside agency (i. e. Police/CBI), subsistence allowance will be payable at the following rates :

(i) For the first 3 months $\frac{1}{3}$ of the pay and allowances which the workman would have got but for the suspension.

(ii) Thereafter $\frac{1}{2}$ of the pay and allowances.

(iii) After one year, full pay and allowances if the enquiry is not delayed for reasons attributable to the concerned workman or any of his representatives. Where the investigation is done by an outside agency and the said agency has come to the conclusion not to prosecute, the employee, full pay and allowances will be payable after 6 months from the date of receipt of report of such agency, or one year after suspension, whichever is later and in the event the enquiry is not delayed

for reasons attributable to the workman or any of his representative.

6. Leave Fare Concession

(a) In partial modification of Clause 10.1 of Bipartite Settlement between IBA and AIBEA and AIBEF dated 19th October 1966 and Clause 10.1 of the Settlement dated 23rd December 1966 between BOB and AIBOBEF and Clause 9.1 of the Settlement dated 14th December 1966 between IOB and AIOBEU and Clause 6.4 of the Settlement between SBI and AISBISF dated 31st March 1967, as modified, for the purpose of leave fare concession, the condition of 15 days leave will not be applicable and it is clarified that the concession will be permitted to the eligible employees even when they proceed on leave of any kind.

(b) It is clarified that where the children below the age of 12 years are charged bus fares, the bank may reimburse to the employee full train fares for the journey of such children by the class to which the employee is entitled up to the permissible distance or the actual bus fare incurred or road mileage @ 20 paise per k.m. whichever is less.

(c) In clarification of Clause 10.8 of the Bipartite Settlement dated 19th October 1966 between IBA and AIBEA and AIBEF and Clause 10.8 of the Settlement dated 23rd December 1966 between BOB and AIBOBEF and Clause 9.9 of the Settlement dated 14th December 1966 between IOB and AIOBEU and Clause 6.13 of the Settlement dated 31st March 1967 between SBI and AISBISF, the leave fare concession may be availed of by the workman's family for travel without attendance of workman on either journey, provided that the period between the date of commencement of the journey and that of the return journey shall not exceed four months. The entitlement of the

workmen to avail of leave fare concession in such event of independent journey by the family shall continue to operate.

7. H.R.A. and C.C.A.

In accordance with the provisions of Clauses 3.2 and 8.4 of the Bipartite Settlement dated 19th October 1966 between IBA and AIBEA and AIBEF, Clauses 2.2 and 4.4 of the Settlement between SBI and AISBISF dated 31st March 1967 as modified, and Settlement dated 23rd December 1966 between BOB and AIBOBEF and the Settlement dated 14th December 1966 between IOB and AIOBEU, at places where as per 1981 Census figures there is a change in the population figures HRA and/or CCA where applicable, shall be recalculated in terms of the relevant provisions of the Settlement and the same shall be paid at all such places with effect from 1st March 1981.

8. Hospitalisation Scheme

In substitution of Appendix 'A' to the Settlement on 'Other Issues' dated 8th November 1973 between IBA and AIBEA the procedure to be followed in respect of reimbursement of expenses on hospitalisation of workmen and their families for the diseases/accidents enumerated in Clause 18(i) of the Bipartite Settlement dated 31st October 1979 and Clause 7(i) of the Bipartite Settlement dated 22nd November 1979, shall, with effect from 1st January 1982, be as laid down in Schedule II hereto.

9. Special Area Allowance

Parties agree that in terms of Clause 19 of the Bipartite Settlement dated 31st October 1979 and Clause 27 of the Bipartite Settlement dated 22nd November 1979, special area allowance will be paid to all full time workmen staff working at ^places specified in Schedule III hereto at the rates stipulated against each such place, with effect from 1st March 1981, at the places set out in Column 1 of Schedule III, the rate of such

special allowance being 10% of the basic pay ('Pay' as defined in the Bipartite Settlement for payment of house rent allowance) subject to minimum and maximum amounts as set out in Column 2 of Schedule III against each such place.

The special area allowance will be payable subject to the following conditions :

(a) The allowance payable at any place shall be discontinued if such allowance (called by any name whatever) ceases to be payable to the employees of the Central Government.

(b) The allowance will continue to be payable at the stipulated rate only until such time as there is no direction to the contrary from the Government and thereafter subject to such direction.

(c) Where, however, on the date on which this Settlement comes into force if any workman at the specified places was receiving a special area allowance (called by any name whatever) at a rate higher than that prescribed above, the difference in amount shall be protected and paid as an adjusting allowance.

(d) The adjusting allowance referred to above shall cease to be payable to an employee when he ceases to draw special area allowance consequent on his transfer or posting elsewhere or stoppage of payment of the allowance at that place.

(e) Assam Allowance (called by any name whatever) paid prior to or in terms of Settlement dated 21st April 1980, between the parties shall cease to be payable from 1st March 1981 at places where special area allowance is payable under the Settlement. Appropriate adjustments will be made while disbursing the arrears of special area allowance in terms of this Settlement.

10. Fitment of Part-time Employees

Parties agree that for fitment of part-time employees consequent on their appointment on full time basis the pro rata increments earned by them in the course of their part-time service should be converted (notionally and only for the purposes of fitment) into full increments and their salary fitted from the date of their appointment as full time employees after taking into account such notionally added increments, the fraction of an increment if any, being granted to them by advancing the date of their next increment suitably. The advanced date of the increment will in such cases, become the date of their annual increment in future years.

When wages of part-time employees are refixed from 1/3 to 1/2 or 3/4 or from 1/2 to 3/4 in the wage scales, the pro rata increments earned by them in the course of their service in the lower proportionate wage scale should be taken into account for the purpose of fitment in the higher proportionate wage scale together with the benefit of advancing the date of increment where the fraction of increment is involved as in the case of their absorption as full time employees. The benefit of fitment on the above basis shall be given with effect from 1st January 1980.

11. Date of Effect

This Settlement will come into force with effect from the date hereof and shall remain in force for a period of 4 years and the terms and conditions hereof shall continue to govern and bind the parties even thereafter until the Settlement is terminated by either party giving to the other a statutory notice as prescribed in law for the time being in force.

12. The AIBEA and the NCBE on behalf of the workmen agree that during the operation of this Settlement the workmen will not raise any demand of any nature whatsoever on any of the banks in respect of matters covered by this Memorandum of Settlement.

13. Copies of this Memorandum of Settlement will be jointly forwarded by the parties to the authorities listed under Rule 58 of the Industrial Disputes Act (Central Rules) so that terms and conditions thereof are binding on the parties as provided in law.

14. If any doubt or difficulty arises regarding interpretation of any provision of this Settlement the matter will be taken up only at the level of Indian Banks' Association and the All India Bank Employees' Association and National Confederation of Bank Employees for discussion and Settlement.

15. Arrears, if any, payable in terms of this Settlement shall be paid within a period of 90 days from the date of this Settlement.

**For Indian Banks' Association
(S/Shri)**

N. Vaghul
S. L. Baluja
L. B. Bhide
P. S. V. Mallya
M. Ram Mohan Rao
C. R. Vaitheeswaran
G. Chandran

A. V. Rajagopalan
R. S. Gupta
R. K. Ghotgalkar
K. Venkatachari
N. S. Pradhan
B. D. Upasani
V. S. Kamat Kadpe

**For All India Bank
E m p l o y e e s '**

Association

Chakraborti

(S/Shri)
Prabhat Kar
K. K. Mundul
T a r a k e s w a r

N. Sampath
P. S. Sundaresan
A. Sundara Rao

For National

Confederation

of Bank Employees
(S/Shri)
O. P. Gupta
S. N. Duber
M. Rajagopal
P. Balagopala Menon
P. Lakshmi Narasaiah
M. R. Awasthi

Witnesses :

(S/Shri)
S. Mohan Kumar
G. K. Awasthi

P. N. Tiwari

C.C. to :

1. Asst. Labour Commissioner (Central)
2. Regional Labour Commissioner (Central)
3. Chief Labour Commissioner (Central), New Delhi
4. The Secretary to the Government of India, Ministry of Labour, New Delhi

SCHEDULE I

LIST OF BANKS

1. Algemene Bank Nederland N.V.
2. Allahabad Bank

3. American Express International Banking Corporation
4. Andhra Bank
5. Bank of America NT & SA
6. Bank of Baroda
7. Bank of India
8. Bank of Maharashtra
9. The Bank of Rajasthan Ltd.
10. The Bank of Tokyo Ltd.
11. Banque Nationale De Paris
12. The British Bank of the Middle East
13. Canara Bank
14. The Catholic Syrian Bank Ltd.
15. Central Bank of India
16. The Chartered Bank
17. Citibank N.A
18. Corporation Bank
19. Dena Bank
20. The Federal Bank Ltd.
21. Grindlays Bank p.l.c.
22. The Hindustan Commercial Bank Ltd.
23. Indian Bank
24. Indian Overseas Bank
25. The Jammu & Kashmir Bank Ltd.
26. Karnataka Bank Ltd.
27. The Karur Vysya Bank Ltd.
28. The Lakshmi Commercial Bank Ltd.
29. The Hongkong and Shanghai Banking Corporation

30. The Mitsui Bank Ltd.
31. New Bank of India
32. Oriental Bank of Commerce
33. Punjab National Bank
34. Punjab & Sind Bank
35. The Sangli Bank Ltd.
36. The South Indian Bank Ltd.
37. State Bank of Bikaner & Jaipur
38. State Bank of Hyderabad
39. State Bank of India
40. State Bank of Indore
41. State Bank of Mysore
42. State Bank of Patiala
43. State Bank of Saurashtra
44. State Bank of Travancore
45. Syndicate Bank
46. Union Bank of India
47. United Bank of India
48. United Commercial Bank
49. United Industrial Bank Ltd.
50. Vijaya Bank
51. The Vysya Bank Ltd.
52. The Benares State Bank Ltd.
53. Bharat Overseas Bank Ltd.
54. The Lakshmi Vilas Bank Ltd.
55. The Nedungadi Bank Ltd.
56. The Miraj State Bank Ltd.
57. The Parur Central Bank Ltd.
58. The Purbanchal Bank Ltd

SCHEDULE II

Guidelines for Reimbursement of

Hospitalisation Expenses

1. Hospitalisation expenses will be reimbursed to Award Staff in the bank to the extent of 75 per cent in case of self and 50 per cent in case of members of family subject to the procedure for reimbursement of hospitalisation expenses as enumerated hereunder:

(a) The hospitalisation expenses will be reimbursable in case of the following diseases only requiring hospitalisation :

- (i) Cancer; (ii) Tuberculosis ;
- (iii) Paralysis
- (iv) Cardiac ailment; (v) Tumour; (vi) Small Pox ; (vii) Pleuresy ; (viii) Diphtheria ;
- (ix) Leprosy ;
- (x) Major accidents requiring hospitalisation ; and
- (xi) all other ailments requiring surgical operation, hospitalisation, like cataract, surgical jaundice, cirrhosis of the liver.

(b) A workman or his family member(s) will be considered to have been hospitalised only if they are admitted as indoor patient(s) in the hospital in respect of diseases/ accidents as mentioned above in sub-para (a). Medical expenses incurred for the hospitalisation will be reimbursed on the strength of bills/vouchers to the extent of 75% in case of himself and 50% in case of family members subject to .limits prescribed hereunder.

2. For the purpose of reimbursement of hospitalisation expenses, 'family' of a workman shall consist of spouse, wholly dependent children and wholly dependent parents only.

3. The reimbursement of hospitalisation expenses will be restricted to the following charges :

			50% of amount	75% of
			amount	of
			actually incurred or the amount mentioned below against each item, whichever is lower, for members of the family	actually incurred or amount mentioned below against each item, whichever is lower, for workmen himself
3.1	(a)	Hospital registration fees	Rs. 10/-	Rs. 15/-
	(b)	Surcharge/tax on hospital bills	Rs. 25/-	Rs 30/-
3.2		Charges for bed per day (excluding charges for board)	Rs. 10/-	Rs. 10/-
3.3		Diagnostic material charges X-rays, pathological tests, ECG, etc.	As per Annexure I hereto	
3.4		Medicines/drugs, injections, bandage and dressing materials etc.. except tonics	50% or 75%, as the case may be. of actual expenses incurred	
3.5		Operation charges, etc.	As per Annexure II hereto	
3.6		Physician's and Consultant's fees per visit :		
		Visit at the Chamber		
		Bombay, Delhi, Calcutta	Other Places	
		Madras		
		50% of amt.	75% of amt.	50% of amt.
		75% of amt.		
		actually	actually	actually
		actually		
		incurred or	incurred or	incurred or
		incurred or		
		the amt as	the amt as	the amt as
		the amt as		
		mentioned	mentioned	mentioned
		mentioned		

against each	against each	against each	against each
item, which-	item, which-	item, which-	item, which-
ever is lower,	ever is lower,	ever is lower,	ever is lower,
for workman	for members	for workman	for members
of the family	himself	of family	himself
First Consultation	Rs. 20/-	Rs. 30/-	Rs.15/- Rs. 22/50
Subsequent consultation	Rs 15/-	Rs. 22/50	Rs.10/- Rs.15/-
Visit at Residence	Bombay,Delhi, Madras	Calcutta	Other Places
75% of amt.	50% of amt.	75% of amt.	50% of amt.
actually	actually	actually	actually
incurred or	incurred or	incurred or	incurred or
the amt as	the amt as	the amt as	the amt as
mentioned	mentioned	mentioned	mentioned
against each	against each	against each	against each
item, which-	item, which-	item, which-	item, which-
ever is lower,	ever is lower,	ever is lower,	ever is lower,
for workman	for members	for members	for members
himself	of the family	himself	of the family
in case of emergency leading to hospitalisation	Rs. 30/-	Rs. 40/-	Rs 25/- Rs 37.50

Second consultation	Rs 25/-	Ra. 37.50	Rs. 20/-	Rs. 30/-
Subsequent consultations	Rs. 20/-	Rs. 30/-	Rs. 15/-	Rs. 22.50
Visit made by Specialists at the Hospital				
Special Visits	Bombay, Delhi, Madras	Calcutta	Other Places	
75% of amt.	50% of amt.	75% of amt.	50% of amt.	
actually	actually	actually	actually	
incurred or	incurred or	incurred or	incurred or	
the amt as	the amt as	the amt as	the amt as	
mentioned	mentioned	mentioned	mentioned	
against each	against each	against each	against each	
item, which-	item, which-	item, which-	item, which-	
ever is lower,	ever is lower,	ever is lower,	ever is lower,	
for workman	for members	for members	for members	
himself	of the family	himself	of the family	
During the day time	Rs 10/- per visit	Rs. 15/-	Rs. 7/50	Rs. 10/- per visit
During night time visits	Rs. 15/~ Rs 7/50	Rs 22/50	Rs 10/-	Rs 15/- Routine per visit

4. The workmen or members of their families, as the case may be. will secure admission to the lowest paying beds in a government/municipal hospital or any 'private' hospital, (i.e., hospitals under the management of a trust, charitable institution

or a religious mission). The reimbursement will be restricted to 75% or 50%, as the case may be, of the charges applicable to the lowest paying beds in such hospitals according to the

hospital rules or the maximum amounts mentioned above whichever is lower.

5. Normally, the workman and members of his family should avail services of hospital as mentioned in para 4 above. However, if he feels, that it is unavoidable to seek service of a private nursing home/hospital, he can do so in one of the hospitals/ nursing homes, approved by the bank. Reimbursement in such cases will, however, be restricted to the extent of the amount which would have been reimbursable in case of admission to a public or private hospital as mentioned in 4 above.

6. Medical expenses incurred within 30 days of pre and post hospitalisation period on medical advice on account of the ailment/disease for which the person was hospitalised will be considered as hospitalisation expenses for the reimbursement purpose.

7. The charges for a special nurse will be reimbursed at 75% or 50%, as the case may be, of the actual amount incurred subject to a maximum limit of Rs. 50/- per shift at Bombay, Delhi, Calcutta and Madras and Rs. 30/- per shift for other places when the services of such special nurse are considered essential by the medical superintendent of hospital/nursing home.

8. Hospitalisation charges in connection with maternity will not be reimbursable. 75% or 50%, as the case may be, of amount actually incurred or the limits as per Annexure II for operation charges in cases involving operative interference because of complicated labour and caesarean operations (but not hospital charges) will, however, be reimbursable.

9. The purchases of drugs/medicines will be restricted to approved chemists and arrangements will be made by banks

wherever possible to make direct payments to the chemists.

10. Banks will have discretion to refuse payment of bills in cases where they are not satisfied about the genuineness of the bills.

Ambulance Charges

Ambulance charges for removing the workman or his family members from residence to the hospital/nursing home, or from hospital/nursing home to residence on discharge or from one hospital to another hospital may be reimbursed in full.

Note :

While no claims for bills settled prior to 1st January 1982 will be re-opened, if any bills pertaining to expenditure incurred prior to 1 st January 1982 were submitted on or after 1st January 1982, the same shall be covered under the above scheme. In respect of bills pertaining to the period on or after 1st January 1982, only such bills which have been submitted within six weeks of the expenses having been incurred or of the workman's return to duty from sickness, whichever is later, shall be reconsidered by the banks and if any amount of the bill was rejected under the old dispensation, the same shall be reimbursable to the extent admissible under the new scheme.

ANNEXURE I

Schedule for Reimbursement of Charges Incurred by Workman for Pathological etc. Investigations

	50% of the amt.	75% of
the amt.		
	actually incurred	actually
incurred		
	or as mentioned	or as
	35	

mentioned

lower, for

workman

below, which- below, which-
ever is lower, for ever is

family

members

himself

	Rs.	Rs.
Urine Examination		
Urine Routine	10	15
Urine for Albumin		10
15		
Urine for 17 Ketosteroids	40	60
Urine Culture	30	45
Urine for Column Count Test	30	45
Sensitivity Test	40	60
Urine for Acid Fast Bacilli (T.B. Culture)	25	40
Stool Examination		
Stool Routine (Stool)	10	15
Examination of Blood		
Blood Count with Indices	20	30
Blood Count without Indices	15	20
R.B.C. and Hb with Indices	10	15
R.B.C. and Hb without Indices	10	15
Total W.B.C. and Differential Count (TC/DC)	10	15
Blood Smears for Parasites (M.P., etc.)		10
15		
Blood for Microfilaria		25
40		

Platelet Count	20	
30		
Bleeding and Coagulation Time (BT CT)	15	
25		
Clot Retraction Time	15	
25		
Prothrombin Time	20	30
Erythrocytes Sedimentation Rate (Westergren's method)	10	15
Sedimentation Rate (Both Methods)	25	35
ESR		
Blood Culture	25	35
Clot Culture	20	30
GCDP	25	40
Serological Tests on Blood		
Rose Waller Test or R.A. Test	25	
40		
Widal Test plus Clot Culture of Weil-Felix or Other Agglutination Test		25
40		
Brucella Agglutination Test	30	
45		
Cold Agglutination Test for Virus Pneumonia *	30	
45		
C. Reactive Proteins**	50	
75		
Paul Bunnel Test		20

	30	
Serum for R.A. Test		30
45		
Test for Blood Transfusion		
Coomb's Test Direct (for coating antibodies)		40
60		
Coomb's Test (for complete and incomplete indirect antibodies)		65
100		
Blood Grouping and Rh Factory Only (not for matching) for Non-maternity Cases		15
20		
Blood Transfusion per Bottle and Donor's Fees (including pathologist's attendance and cross-matching)		100
150		
Skin Tests		
Tuberculin Test (Mantoux) T.T. or M.T.		15
20		
Bio-chemistry		
Blood Urea/Calcium/Phosphorus/ Phosphatase/Sodium/Potassium each		25
40		
Blood Urea Nitrogen		25
40		
Urea Clearance Test.		50
75		

Creatinine Clearance Test	50	Serum Calcium (S. Ca.)	20
75		30	
Serum Proteins or Plasma		Serum Phosphorous (S.P.)	25
Proteins	25	35	
40		Serum Alkaline Phosphatase	25
Serum Proteins Electro Phoresis	50	35	
75		Serum Acid Phosphatase	25
Blood for Fibrinogen	40	35	
55		Serum Glutamic Oxalic	
Blood for Creatinine	25	Transaminase (SG DT)	40
40		60	
Blood Uric Acid	25	Serum Lipase	40
40		60	
Blood Sugar Curve (Glucose		Serum Glutamic Pyruvic	
Tolerance Test) G.T.C. or G.T.T.	65	Transaminase (ST PT)	40
100		60	
CO2 Combining Power of Plasma	40	Serum Anylase	40
60		60	
Blood Cholesterol	25	C.P.K.*	160
40		250	
Blood Protein Bound Iodine		Glucose 6 Phosphate Dehydrogenase	85
(P.B.I.)	100	130	
150		Serum Lactic Dehydrogenase (LDH)	65 100
Blood Chlorides (S.Cl.)	25		
40		Serum Lactic Dehydrogenase	
Serum Sodium (S.Na.)	25	with Isoenzyme	95
35		146	
Serum Potassium (S.K.)	25	SMA 12 + 2 (14 Blood Chemistry)	130
35		200	
Serum Iron (S.Fe)	35	Liver Function Tests	
50		Thymol Turbidity Test	20
Serum Iron Studies	65	30	
100		Cephalin Cholesterol Flocculation	

Test	20
30	
Vanden Berghn Reaction and Icterus Index (Quantitative Bilirubin)	40
60	
Takata Ara Reaction	40
60	
BromsulphaleIn Excretion Test (Excluding Injection Charges)	40
60	
*For indoor patients only.	
** For Rheumatic disease to be reimbursed for hospitalised patients.	
ConjunctivaL Swab	
ConjunctivaL Swab for Microscopic and Culture Examination	25
40	
Smear Examination for Micro Organism	20
30	
Routine Culture for Blood, Urine, Faeces, Sputum, Throat Swab, Pus and other Exudates	35
50	
Fluids or Exudates for Malignant Cells	35
50	
Pleural and Pericardial and Ascitic Fluids	
Pleural Fluid for Routine Examination	25
Pleural Fluid for Culture Pericardial	40

and Ascitic Fluids	25
40	
Sputum Examination	
Sputum Routine	20
30	
Sputum for Acid Fast Bacilli only (Sputum AFB)	20
30	
Sputum for Culture (Culture for TB)	35
50	
Gastric Analysis	
Gastric Contents for Routine Analysis (Gastric Analysis or Fractional Test Meal)	50
70	
Sternal Marrow Routine Cytology (Bone Marrow)	40
60	
Basal Metabolic Rate (BMR)	55
85	
Lung Function Test	40
60	
Histological Examination (Biopsy Test or Frozen Section)	50
75	
Charges for X-rays	
Charges per Plate/Film	20
30	
Barium Studies First Plate	30
45	
Second and Third Plate (per plate)	25
35	

Subsequent Plate (per plate)	15	
25		
Dental X-ray per Plate	8	
12		
Cardiac Investigations		
Electro Cardiogram (E.C.G.)	35	
50		
Indual Test	40	
60		
U.C.G. (Phono-cardiography, Telemetry C, Cardiac Ex Test Stress Test)	60	
90		
Echo Cardiography	150	
225		
Cardio Version	160	
240		
Psychiatry Test		
E.C.T.	40	
60		
CO ₂	20	
30		
Psychology Testing	40	
60		

SCHEDULE III

Column 1	Column 2
Names of Places	Minimum
Maximum	per
per	m e n s e m
mensem	
JAMMU and KASHMIR	
(1) Kathua District	
(a) Niabat Bani	
(b) Lohi	
(c) Malhar	Rs. 50/- Rs.
100/-	
(d) Machhodi	
(2) Udhampur District	
(a) Dudu Bansantgarh	
(b) Lender Bhamag Illaqa	
(c) Thakrakote	
(d) Nagote	

(e) Tehsil Mahore 100/-	Rs. 50/- Rs.	100/-
(i) For areas up to Gool from Kamban side and areas up to Arnas from	Rs. 50/	of Poonch and Rajouri and Sunderbani and other Urban areas in the two districts
- Rs. 100/- Keasi side		(7) Areas not included in (1) to (6) above, but which are within the distance of 8 kms. from the line of actual control or at places which may be
(ii) For the rest of the areas		Rs. 50/
(3) Doda District		- Rs. 100/- declared as qualifying for border allowance from time to time by the state government for their own staff
(a) Illaquas of Poddar in Kishtwar Tehsil		
(b) Niabat Nowgam 00/- in Kishtwar Tehsil	Rs. 50/- Rs. 1	
(4) Leh District		HIMACHAL PRADESH
(a) Zanskar		(1) (a) Pangi Sub-division of Chamba District
(b) Noyama		(b) Bharmour Tehsil of Chamba District
(c) Nobra	Rs.75/-	(c) Lahaul and Spiti District
Rs. 150/-		- Rs. 150/-
(d) Other places in the district		(d) Kinnaur District
(5) Baramulla District		(e) Dodra-Kawar area of Rohru Tehsil, Parganas of Pandrabis and Atharabis Gram Panchayats of Munish, Darkali and Kashapat of Rampur Tehsil of Simla District
(a) Entire Gurez Niabat		(f) Pargana of Pandrabis of Kulu District
(b) Tangdar Sub-division 100/-	Rs. 50/- Rs.	
(c) Keran Illaqa		
(d) Matchill		
(6) Poonch and Rajouri Districts		
Areas in Poonch and Rajouri districts excluding the towns	Rs. 50/- Rs.	

(g)	Chhota Bhangal and Bara Bhangal area of Palampur Sub-division of Kangra District	Rs. 75/-	Rs.	100/-	Lagg Valley and Banjar Block of Kulu District	Rs. 50/-	Rs.
(2)	(a) Gram Panchayat Deothi (Taklech areas) and Parganas Chhaibis, Naubis, Sarabhan and Barabis of Rampur Tehsil of Simla District			100/-		Rs. 50/-	Rs.
	(b) Chhuhar Valley of Jogindernagar Tehsil of Mandi District		Rs. 50/				
	(c) Mangal Panchayat area of Solan District						
	(d) Outer-Seraj and Malana Panchayat area of Kulu District						
(3)	(a) Janjehli Block of Chachiot Tehsil of Mandi District						
	(b) Chopal Tehsil of Simla District						
	(c) Trans-Giri Tract of Sirmur District		Rs. 50/-	Rs.			
	(d) Churah Tehsil of Chamba District						
	(e) Kunr Panchayat and Beraj Pargana of Chamba Tehsil of Chamba District						
(4)	Manali-Ujhi area, Parvati and						

UTTAR PRADESH

(1)	Dharchula, Musiyari, Joshimath' and Bhatwari Development Blocks and other areas of border Districts of Uttarkashi, Chamoli and Pithoragarh including the District Headquarters of Uttarkashi only	Rs. 50/-	Rs.
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MIZORAM Rs. 75/-

Rs. 150/-

SIKKIM Rs. 75/- Rs.

150/-

ANDAMANAND

NICOBAR ISLAND S Rs. 75/-

Rs. 150/-

LAKSHADWEEP AND

MINICOY ISLANDS Rs. 75/- Rs.

150/-

NAGALAND Rs. 75/-

Rs. 150/-

The Indian National Bank Employees Congress (INBEC) signed Settlement with the IBA separately on 8th September, 1983. The terms of the Settlement, are the same as printed here.

MEMORANDUM OF SETTLEMENT dated 17th September 1984, between the Managements of 55 'A' Class Banks as represented by the Indian Banks' Association and their workmen as represented by the All India Bank Employees' Association and the National Confederation of Bank Employees.

(Under Section 2(p) and Section 18(1) of the Industrial Disputes Act 1947 read with Rule 58 of the Industrial Disputes (Central) Rules, 1957).

Name of the Parties to this
55 Banks which are on date 'A' Class Banks and listed in Schedule I
Memorandum of Settlement and their workmen

Representing the Employers :

- 1 Shri B. V. Sonaiker
- 2 Shri M. N. Goiporia
- 3 Shri S. L. Baluja
- 4 Shri R. Srinivasan
- 5 Shri L. B. Bhide
- 6 Shri P. S. V. Mallya
- 7 Shri A. V. Rajagopalan
- 8 Shri M. Ram Mohan Rao
- 9 Shri C. R. Vaitheeswaran
- 10 Shri G. Chandran
- 11 Shri R. S. Gupta
- 12 Shri R. K. Ghotgalkar
- 13 Shri K. Venkatachari
- 14 Shri N, S. Pradhan
- 15 Shri B. D. Upasani

16 Shri S. Mohan Kumar
17 Shri V. S. Kamat Khadpe

Duly -authorised on behalf

Indian Banks' Association

of the

Representing the workmen :

1 Shri Prabhat Kar
2 Shri K. K. Mundul
3 Shri P. S Sundaresan
4 Shri Tarakeshwar

Chakraborti

5 Shri D. P. Chadha
6 Shri N. Sampath
7 Shri A. Sundara Rao
8 Shri P. N. Tewari
9 Shri R. D. Trivedi
10 Shri Sudesh Kumar
11 Shri T. B. Rai

All India Bank Employees' Association.

1 Shri O. P. Gupta
2 Shri S. N. Duber
3 Shri M. Rajgopal
4 Shri P. Balagopala Menon
5 Shri M. R. Awasthi
6 Shri P. Lakshminarasaiah
7 Shri C. Coutto
8 Shri Gurudas Chatterjee
9 Shri S. P. Raman
10 Shri M. M. Pednekar
11 Shri A. Chopra

National Confederation of Bank Employees.

SHORT RECITAL OF THE CASE

WHEREAS

(a) The Indian Banks' Association (IBA) on behalf of certain member banks signed Settlements with the All India Bank Employees' Association (AIBEA) and National Confederation of Bank Employees (NCBE) (hereinafter called the "Unions") representing the workmen staff in banks, on 1st August 1979, and 31st October 1979 regarding various terms and conditions of service of workmen staff in the said banks. The Settlements were to remain in force for a period of four years with effect from 1st September 1978 and the said period expired on 31st August 1982;

(b) The AIBEA and the NCBE submitted their fresh Charters of Demands for revision of wages and other service conditions on 3rd January 1983 and 22nd February 1983, respectively to the IBA, and further requested to hold discussions with them, with a view to arriving at an amicable settlement;

(c) By a Memorandum of Settlement dated 7th April 1980, certain demands/issues set out in the Second Schedule to that Memorandum were referred to arbitration by a Board of Arbitrators. Since the arbitrators by their award dated 11th May 1981, awarded that the reference to the Board was misconceived and invalid and, therefore, liable to be dismissed, the parties thereafter discussed the said demands and issues amongst themselves on several occasions and signed Settlements on 8th September 1983. Clause 6 of the Settlement regarding Mechanisation and Computerisation laid down that the demands raised on behalf of the workmen by the AIBEA and NCBE in their Charters of Demands dated 3rd January 1983 and 22nd February 1983, respectively will be discussed and negotiated between the parties with a view to arriving at a negotiated settlement;

(d) The parties accordingly discussed the said demands on several occasions and an agreement has been reached in respect thereof and the same is recorded in this Settlement;

(e) The IBA has also served on the Unions on 26th March, 1984, a list of the issues on behalf of the managements of the banks, to be discussed and settled with a view to improving productivity in banks, providing for efficiency and better customer service, maintenance of better discipline and promote harmonious industrial relations ;

(e) The parties accordingly discussed the said issues on several occasions and an agreement has been reached in respect thereof and the same is also recorded in this Settlement;

(g) The parties agree that the matters agreed to under this Settlement shall be binding on them in terms of Section 18(1) of the Industrial Disputes Act 1947. and that this Settlement shall be filed with the appropriate authorities as required by Rule 58 of the Industrial Disputes (Central) Rules, 1957.

NOW, IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as under :

TERMS OF SETTLEMENT

GENERAL

1. In respect of 55 'A' Class Banks listed in Schedule I, to this Memorandum of Settlement except the State Bank of India, Indian Overseas Bank, State Bank of Saurashtra and Bank of Baroda, it is agreed that the provisions of the Sastry Award as finally modified and enacted by the Industrial Disputes (Banking Companies) Decision Act, 1955, the Industrial Disputes (Banking Companies) Decision Amendment Act, 1957 and the provisions of the Award of the National Industrial Tribunal presided over by Mr. Justice K. T. Desai in Reference No. 1 of

1960 which Award inter alia modifies certain provisions of the Sastry Award (hereinafter referred to as the Awards) as modified by the Settlements dated 19th October 1966, 12th October 1970, 23rd July 1971, 8th November 1973, 1st August 1979, 31st October 1979, and 21st April 1980, and the two Settlements dated 8th September 1983, shall govern the service conditions except to the extent that the same are modified by this Settlement.

2. In respect of State Bank of India, it is agreed that the provisions of the Awards as modified by the Settlements dated 31st March 1967, 24th February 1970, 15th September 1970, 1st August 1979, 31st October 1979 and 21st April 1980, and the two Settlements dated 8th September 1983, shall govern the service conditions of the workmen except to the extent that the same are modified by this Settlement.

3. In respect of Bank of Baroda, it is agreed that the provisions of the Awards as further modified by the Settlements dated 23rd December 1966, 19th December 1970, 1st August 1979, 31st October 1979, and 21st April 1980, and the two Settlements dated 8th September 1983, shall govern the service conditions of the workmen except to the extent that the same are modified by this Settlement.

4. In respect of State Bank of Saurashtra, it is agreed that the provisions of the Awards as further modified by the Settlements dated 11th November 1966, 1st August 1979, 31st October 1979, and 21st April 1980, and the two Settlements dated 8th September 1983, shall govern the service conditions of the workmen except to the extent that the same are modified by this Settlement.

5. In respect of Indian Overseas Bank, it is agreed that the provisions of the Awards as further modified by the

Settlements dated 14th December 1966, 17th December 1970, 29th July 1972, 23rd March 1973, 1st August 1979, 31st October 1979 and 21st April 1980 and the two Settlements dated 8th September 1983, shall govern the service conditions of the workmen except to the extent that the same are modified by this Settlement

6. In respect of Bank of Baroda, State Bank of Saurashtra and Indian Overseas Bank, Settlements referred to in Paragraphs 3, 4 and 5 refer to Settlements entered into between Bank of Baroda, State Bank of Saurashtra and Indian Overseas Bank with the All India Bank of Baroda Employees' Federation, All India State Bank of India Staff Federation and the All India Overseas Bank Employees' Union, respectively, representing the workmen of those banks (hereinafter referred to as the said Settlements).

Wherever by this Settlement the provisions of the First Bipartite Settlement dated 19th October 1966, or any other subsequent Settlement(s) have been amended, modified or superseded, the relative provisions of the said Settlements shall, in the same manner and to the same extent stand amended, modified or superseded.

I. Scales of Pay

In supersession of Clause 6-I of the Settlement dated 1st August 1979 and subject to Clause XIX of this Settlement the following shall apply :

(i) Sub-staff

Rs. 430-10-450-14-492-16-540-20-680-

	2	3	3	7
	25-730-30-790			
	2	2		

(20 years)

55-	(ii) Clerical staff			
	Rs. 520-30-580-35-685-45-820-			
	2	3	3	2
	930-60-990-65-1055-70-1195-85-			
	1	1	2	1
	1280-95-1660			
	4			
	(20 years)			

Notes :

- (a) Fitment in the new scales of pay shall be on a stage to stage basis.
- (b) There shall be no change in the dates of annual increments because of the fitment.

II. Dearness Allowance

In supersession of Clause 6-11 of the Settlement dated 1st August 1979 read with Clause I of the Settlement dated 31st October 1979, the Scheme of Dearness Allowance shall be as follows :

(i) Sub-staff

1.20% of "pay" (i.e., Basic Pay, Special Allowance if any, and Officiating Allowance, if any, payable under this Settlement) for every rise of 4 points over 332 in the quarterly average of the All India Average Working Class Consumer Price Index (General). Base 1960 = 100;

(ii) Clerical staff

1% of "pay" (i.e., Basic Pay and Officiating Allowance, if any, under this Settlement but not Special Allowance, if any) for every rise of 4 points over 332 in the quarterly average of the All India Average Working Class Consumer Price index (General) Base 1960 = 100, subject to

a maximum of Rs. 15.80 for each such rise of four points ;

Note: Such of those members of the clerical staff who are in receipt of "non-adjustable personal allowance" of Rs. 19.80 at the maximum of the scale of pay on or prior to 1st August 1979 will continue to draw the same allowance which shall rank for such benefits as dearness allowance shall rank.

(iii) For the purpose of calculating dearness allowance, 'quarter' shall mean the period of three months ending on the last day of March, June, September or December;

(iv) Final index figures as published in the Gazette of India or the Indian Labour Journal, whichever is earlier, shall be the index figures which shall be taken for the purpose of calculation of dearness allowance ;

(v) For the purpose of calculating the dearness allowance of any particular month, the quarterly average for the last quarter for which the final index figures are available on the 15th day of that month should be taken. Thus, if the dearness allowance for the month of August is to be calculated, the quarterly average for the last quarter for which final index figures are available on the 15th August should be taken.

III. City Compensatory Allowance

1.(A) In supersession of all provisions in previous settlements and subject to Clause XIX of this Settlement City Compensatory Allowance will be payable at the following rates:

(i) Sub-staff

(a) 8% of basic pay-minimum Rs. 40/-and maximum Rs. 60/- p.m. for the existing Centres (including Urban Agglomeration of Panaji and Marmugao).

(b) 4 1/2% of base pay - minimum Rs. 30/-and maximum Rs. 35/- p.m. for new centres (i.e., places with

population of 5 lakhs and over and State Capitals and Chandigarh, Pondicherry and Port Blair).

(it) Clerical staff

(a) 10% of basic pay - minimum Rs. 65/- and maximum Rs. 140/- p.m. for the existing centres (including Urban Agglomeration of Panaji and Marmugao).

(b) 6% of basic pay - minimum Rs. 45/- and maximum Rs. 90/- p.m. for new centres (i.e., places with population of 5 lakhs and over and State Capitals and Chandigarh, Pondicherry and Port Blair).

(iii) For the purpose of CCA, the latest available official figures of the all India Census shall be taken into account.

(B) (i) For workmen who were in service in Area I (other than Nagpur and Pune) as on 31st December, 1969 and entitled to receive CCA, only that amount of CCA which would have been payable to him as per the terms and conditions applicable prior to this Settlement shall rank for calculation of overtime, bonus and provident fund as under:

100% for overtime ;
100% for bonus ; and
50% subject to a maximum of
Rs. 30/- per month for provident
fund contributions.

(ii) For a workman who joined service in Area I between 1st January 1979 and 31st July 1970 (both days inclusive), only that amount of CCA which would have been payable to him as per the terms and conditions applicable prior to this Settlement shall rank for calculation of overtime and bonus only.

(iii) In the case of a workman of State Bank of India who was in service in Area I (other than Nagpur and Pune) as

on 31st December, 1969 and entitled to receive CCA, only that amount of CCA which would have been payable to him as per the terms and conditions applicable prior to this Settlement shall rank as pay for computation of overtime wages. Fifty per cent of such amount of City Compensatory Allowance, subject to a maximum of Rs. 30/- per month, shall rank for provident fund contributions.

2. A workman transferred from one CCA centre to another and where in the former the CCA is higher than in the latter (the former hereinafter referred to as 'higher CCA centre' and the latter 'Lower CCA centre'), shall draw the CCA applicable to the lower CCA centre and the difference in the allowance between the higher CCA centre and the lower CCA centre as on the date of transfer shall be protected by way of "adjusting allowance" which will be withdrawn as under :

(a) if the transfer had been effected at the request of the workmen, the "adjusting allowance" shall be withdrawn after one year from the date of transfer;

(b) if the transfer has been effected otherwise than at his request the "adjusting allowance shall be withdrawn in three equal annual instalments, the first instalment to commence one year after the date of transfer.

3. A workman transferred from a CCA centre to a non-CCA centre, the CCA which was being paid to him on the date of his transfer shall be protected by way of "adjusting allowance", will be withdrawn in the same manner as set out in (2) above.

4. In the case of a workman who has been transferred otherwise than at his request from a CCA centre to a non-CCA centre prior to the date of this Settlement, and was drawing or was entitled to draw CCA, shall continue to draw the same

amount as CCA which was being paid to him as per the terms and conditions applicable prior to this Settlement,

5. Notwithstanding what is stated above, in the case of a workman who was in service in Area 1 (other than Nagpur and Pune) on or before 1 st January 1970 and transferred otherwise than at his request to a non-CCA centre after the date of this Settlement he will be paid CCA equivalent to an amount which would have been paid to him on the date of his transfer as per the terms and conditions applicable prior to this Settlement and the difference between that amount and the actual amount of CCA drawn by him on the date of transfer shall be protected as “adjusting allowance” to be withdrawn in the same manner as set out in (2) above.

(6) A workman who had been or may be transferred from a non-CCA centre to a CCA centre (lower or higher) or from a lower CCA centre to a higher CCA centre and is transferred back to a non-CCA centre or lower CCA centre, as the case may be, before the completion of one year in the said CCA centre, shall cease to draw CCA on his re-transfer to the non-CCA centre or will draw CCA at the rate applicable to the lower CCA centre from which he was transferred ; provided further that where such period is extended at his request beyond one year but not exceeding two years from the date of his original transfer, then on his re-transfer to a non-CCA centre or lower CCA centre, he shall cease to draw CCA on transfer to a non-CCA centre or draw CCA at the rate applicable to the lower CCA centre from which he was originally transferred.

(7) If a workman is transferred from a non-CCA centre to a CCA centre (higher or lower) he shall be entitled to CCA at the rates applicable to such centre subject to the provisions laid down in this Settlement

(8) Where a workman is initially recruited in a CCA

centre (higher or lower) for eventual posting to a new branch/ office to be opened at a non-CCA centre (or lower CCA centre letter of appointment issued to him by the bank shall clearly specify the state and the place(s) in which he would be eventually posted. In such a case the workman shall be started on the CCA centre emoluments and so long as he remains at the CCA centre, he shall be paid as ‘local allowance’ the difference between the emoluments of the other place and the CCA centre in which he is temporarily posted.

If, within one year of his appointment he is not posted to the other place for which he was recruited, he shall be deemed to have been appointed in the CCA centre in which he was temporarily posted on recruitment. In that event the ‘local allowance’ drawn by him till then shall be regularised.

(9) Goa Allowance - CCA and HRA

In respect of employees covered by Clause I (a) of the Settlement dated 21st April 1980, between the Indian Banks’ Association and the All India Bank Employees’ Association and National Confederation of Bank Employees and who continue to be in Goa as on the date of this Settlement and are in receipt of Goa Allowance, if the aggregate of HRA and CCA provided under this Settlement falls short of the Goa Allowance as payable to them under the Settlement, such shortfall will be continued to be paid to them as Goa Allowance as per provisions contained in the Settlement dated 21st April 1980, referred to above.

IV. House Rent Allowance

Clerical and Subordinate Staff

In supersession of Clause 6-IV of the Third Bipartite Settlement dated 1st August 1979, House Rent Allowance payable to the clerical and subordinate staff shall be at the following rates subject to Clause XIX and Sub-clause (9) of

Clause III of this Settlement :

(i) At Special Places and Semi-Special Places - 12 1/2% of pay, minimum Rs. 55/- and maximum Rs. 220/- p.m.

(ii) At places with population of 2 lakhs and over (other than Special and Semi-Special Places) and State Capitals and Capitals of Union Territories - 10% of pay, minimum Rs. 50/- and maximum Rs. 175/- p.m.

(iii) At places with population of 10,000 and over but below 2 lakhs - 8% of pay, minimum Rs. 40/- and maximum Rs. 140/- p.m.

(iv) At places with population of less than 10,000 - 6% of pay, minimum Rs. 30/- and maximum Rs. 100/- p.m.

Note : 'Pay' for the purpose of calculating House Rent Allowance shall mean basic pay and wherever payable, stagnation increments, officiating allowance, and special allowance in full or in part as will be ranking for Provident Fund benefits.

V. Special Allowances

In supersession of Clause 6-V of the Bipartite Settlement dated 1st August 1979, read with Clause II of the Settlement dated 31st October, 1979 and subject to Clause XIX of this Settlement, the special allowances payable to workmen :

(a) in banks other than State Bank of India, shall be at the rates given in Schedule II of this Settlement ; and

(b) in State Bank of India, shall be at the rates to be settled in accordance with the principles adopted in this Settlement for other banks.

The revised rates of special allowance for educational qualifications and the amount of special allowance ranking for

superannuation benefits shall be as prescribed in the same Schedule.

While the special allowance of the clerical staff will not attract dearness allowance, the same payable to the members of the subordinate staff will continue to rank for dearness allowance.

The duties as improved or retained as they are and attracting special allowances in banks other than State Bank of India, shall be as set out in Schedule III to this Settlement and shall be in supersession of Appendix 'B' to the Bipartite Settlement dated 19th October, 1966 and Schedule II to the Bipartite Settlement dated 31st October 1979. In all other respects the General Rules and Provisions contained in Chapter V of the Bipartite Settlement dated 19th October 1966 as modified from time to time shall continue to apply.

VI. Filling up the Posts of Special Assistants

Without prejudice to Clause 5.14(ii) of the First Bipartite Settlement dated 19th October 1966, with effect from the date of this Settlement, in the matter of filling up posts of Special Assistants in the clerical cadre, suitability be determined in member banks having the post of Special Assistants by interview of senior employees with weightage for qualifications. Where such suitability is assessed only on the basis of interview there shall be a period of probation for six months.

Where the written test system already exists in any bank on the date of the Settlement, the same may continue.

VII Other Allowances

1. Washing Allowance

(I) In supersession of Clause 9 of the Third Bipartite Settlement dated 31 st October 1979, washing allowance will be paid to members of the staff entitled to uniforms at the rate of Rs. 15/- p.m. at all centres, with effect from' 1st

September 1984.

- (ii) No washing allowance would be payable -
- (a) where washing arrangements are made by the bank ;
- (b) for the period of leave where such leave exceeds 30 days.
- (iii) All members of the staff who are supplied with uniforms shall wear them while on duty and in clean condition.

2. Cycle Allowance

In partial modification of Clause 10 of the Third Bipartite Settlement dated 31st October 1979, cycle allowance would not be paid to a member of the subordinate staff entitled to cycle allowance for the period of leave, where such leave exceeds 30 days.

VIII. Stagnation Increments

It is clarified that with effect from 1st July 1983, each of the stagnation increments as provided for in Clause I of the Bipartite Settlement dated 8th September'1983, will be equivalent to the last increment in the revised scales of pay as prescribed under this Settlement.

IX. Sick Leave

In supersession of Clauses 13.29, 13.30, 13.31, 13.32 and 13.33 regarding provision of sick leave in the First Bipartite Settlement dated 19th October 1966, and in supersession of similar provisions if any, regarding sick leave that are existing in banks, the following provisions of sick leave shall apply with effect from 1st July, 1983.

1. An employee shall be granted sick leave at the rate of one month for each year of service subject to a maximum of 18 months during his entire service, provided that where an employee has put in a service of 24 years, he shall be eligible

to additional sick leave at the rate of one month for each year of service in excess of 24 years, subject to three months of additional sick leave.

Note: Sick leave will be granted on pro-rata basis during the first year of service.

2. Sick leave shall be on half substantive pay, provided that an employee if he so requests, shall be permitted to avail of sick leave on full substantive pay up to a maximum of nine months during the full period of service, such leave on full substantive pay being entered as twice the amount of leave taken, in his sick leave account. Additional sick leave admissible for service in excess of 24 years shall, however, not be convertible into leave on full substantive pay.
3. Casual leave not availed of by an employee in a calendar year shall be converted into sick leave on full substantive pay and such sick leave in lieu of unavailed casual leave shall be over and above the maximum period provided in Sub-clauses (1) and (2) above.
4. All sick leave shall be granted on production of a medical certificate acceptable to the bank.

Explanation

Where the request of an employee for sick leave was not granted between the period 1st July 1983 and the date of this Settlement merely on the ground that no sick leave was due to him under the previous Settlements, the same shall be granted by the bank at the request of the employee in terms of this Settlement if it is otherwise in order.

X. Travel on Duty/Transfer and Leave Fare Concession

1. In partial modification of Clause 23(c) of the Third Bipartite Settlement dated 31 st October 1979, the members

of the workmans staff eligible for leave fare concession, shall be given an irrevocable and final option to choose between two years or four years terms for availment of leave fare concession, and the employee shall exercise his option within a period of three months from the date of the communication issued by the bank concerned in this behalf.

2. In partial modification of para 540 of the Sastry Award, Para 6.70 of the Desai Award and Clause 10.3 of the First Bipartite Settlement dated 19th October 1966, an employee other than a member of the subordinate staff while travelling from one station to another, on transfer or on duty or on leave fare concession will be entitled to travel by first Class by train for the journey during day and/or night. If the travel is by steamer he will be entitled to the lowest cabin class or appropriate class equivalent to the fares payable by first class railway fare, whichever is higher.

3. In the Sastry Award, Sub-clause (3) of para 540 and Sub-clause (2) of para 544 shall be deleted. It is clarified that no expense will be payable in respect of the servant.

XI. Weekly off, Staggering and Split Duty

1. Clauses 14.5 and 14.15 of the First Bipartite Settlement dated 19th October 1966, and in respect of State Bank of India, Clauses 10.5 and 10.15 of the Bipartite Settlement dated 31st March 1967, relating to working hours will be substituted by the following :

14.5/10.5 The banks will be at liberty to fix at their discretion the actual timings of work, provided the miximum number of hours of work applicable are being observed. It is agreed that any change made by the bank in the actual timings of work of any workman for staggering purposes as also any change in the weekly holiday of any workman consequent upon

a change made by the bank in the weekly holiday of a branch/ office will not require a notice of change under Section 9-A of the Industrial Disputes Act 1947. Sufficient advance intimation of such change in actual timings of work will, however, be given to the workman concerned.

14.15/10.15 For the work done on Sundays or any other weekly off day and holidays, to which he may be entitled, a workman(including a peon who is asked to work as a watchman on such days) will be paid for the entire period of work at 200% of his hourly emoluments, unless any such day happens to be a working day for him.

2. It is confirmed and clarified that the provisions contained in Clause 13 of the Third Bipartite Settlement dated 31st October 1979 relating to staggering of working hours and split duty allowance will continue to apply to drivers also.

XII. Medical Aid and Expenses

1. In supersession of Clause 6-VI of the Third Bipartite Settlement dated 1st August 1979 and subject to Clause XIX of this Settlement the total expenses from January to December of each calendar year on account of medical attendance and treatment payable by a bank to a workman shall not exceed the following limits :

(i)	For workmen with service up to 5 years (till the completion of 5th year)	Rs. 350/- per annum
(ii)	For workmen who have completed 5 years service	Rs.500/- per annum

and above

The amount of total expenses from January to December of each calendar year will be allowed to be accumulated so as not to exceed at any time 3 times the maximum amount provided under this Settlement subject to explanation below :

Explanation

(i) A workman will qualify for medical aid at the higher rate effective from the same calendar year if he completes fifth year of service on or before 30th June of that year and with effect from the next calendar year if he completes the fifth year of service on or after the 1st July of the year.

(ii) For the year 1983 the increase in medical aid will be one half of the increased entitlement under this Settlement.

2. In partial modification of the Sastry Award paragraph 450(9) and paragraph 11.20 of the Desai Award and Clause 15.1(b) of the First Bipartite Settlement dated 19th October 1966, reimbursement of medical expenses of a workman and his family may be made on the, strength of the concerned workmans certificate of having incurred such expenses duly supported by a statement of accounts for the amounts claimed.

3. Item 1 (1) of Schedule II of the Settlement dated 8th September 1983 will be substituted by the following :

“(i) Hospitalisation charges to the extent stated above will be reimbursed in case of all ailments which require hospitalisation.”

XIII. Age of Retirement

In reiteration of Chapter XVIII of the First Bipartite Settlement dated 19th October 1966 and similar provisions in the Settlements of other member banks who are parties to this Settlement it is stated as under:

(i) For banks other than State Bank of India

“After a workman has reached the age of 57 years, he may be retired after giving him two months’ notice in writing in case his efficiency is found by the employer to have been impaired. Subject to this rule and also subject to any rule under an existing pension fund, a workman shall not be compelled to retire before he is 60 years old nor will it be necessary to give a workman a letter extending his services till he is sixty years old.”

(ii) For State Bank of India

“A workman shall normally retire on reaching the age of 58 years. The Bank will, however, grant to a workman who continues to be physically fit and efficient an extension of service up to 60 years of age, but service beyond 58 years of age will not be counted for any purpose with or in relation to pension.”

XIV. Disciplinary Action

1. The following Sub-clauses shall respectively be added as (m), (n) and (o) under ‘Gross Misconduct’ in Clause 19.5 of the First Bipartite Settlement dated 19th October 1966 and as (o) and (p) in Clause (4) of Paragraph 521 of the Sastry Award as applicable to State Bank of India :

(m)/(n) Knowingly making a false statement .in any document pertaining to or in connection with his employment in the bank.

(n)/(o) Resorting to unfair practice of any nature whatsoever in any examination conducted by the Indian Institute of Bankers or by or on behalf of the bank and where the employee is caught in the act of resorting to such unfair practice and a report to that effect has been received by the bank from the concerned authority.

(o)/(p) Resorting to unfair practice of any nature whatsoever in any examination conducted by the Indian Institute of Bankers or by or on behalf of the bank in cases not covered by the above Sub-clause (n)/(o) and where a report to that effect has been received by the bank from the concerned authority and the employee does not accept the charge.

2. The following shall be added as Sub-clause (m) under 'Minor Misconduct' in Clause 19.7 of the First Bipartite Settlement dated 19th October 1966 and in Clause (6) of Paragraph 521 of the Sastry Award as applicable to State Bank of India :

(m) Resorting to unfair practice of any nature whatsoever in any examination conducted by the Indian Institute of Bankers or by or on behalf of the bank in cases not covered by Sub-clause (n) in the First Bipartite Settlement dated 19th October, 1966 as amended and Sub-clause (o) in Sastry Award as amended as applicable to State Bank of India under 'Gross Misconduct' and where a report to that effect has been received by the bank from the concerned authority and the employee accepts the charge.

3. In Sub-clause (b) of Clause 19.12 of the First Bipartite Settlement dated 19th October 1966 and in Paragraph 521 (10) (b) of the Sastry Award as applicable to State Bank of India for the words, "pending such enquiry" the words, "pending such enquiry or initiation of such enquiry" shall be substituted.

4. In partial modification of Clause 19.16 of the First Bipartite Settlement dated 19th October 1966 and corresponding provision in any Award or Settlement of any bank, where any notice, order, charge-sheet intimation or any other official communication which is meant for an individual employee is sent to him by registered post acknowledgement due at the last recorded address communicated in writing by the employee and acknowledged by the bank, the same is to be deemed as

good service.

5. The amendments made under this Clause shall take effect from the date of this Settlement.

XV. Clarification on Policy regarding Transfer

In Paragraph 535(i) of the Sastry Award the words "Registered Bank Employees Union" shall mean and refer to a union registered under the Trade Unions Act 1926, and not to branch/regional/ zonal level units thereof.

XVI. Voluntary Cessation of Employment by the Employees

In supersession of Clause 2 of the Settlement dated 8th September 1983 the following shall apply :

Where an employee has not submitted any application for leave and absents himself from work for a period of 90 or more consecutive days without or beyond any leave to his credit or absents himself for 90 or more consecutive days beyond the period of leave originally sanctioned or subsequently extended or where there is satisfactory evidence that he has taken up employment in India or the management is satisfied that he has no present intention of joining duties the management may at any time thereafter give a notice to the employee's last known address calling upon the employee to report for duty within 30 days of the notice, stating, inter alia, the grounds for the management coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days or unless he gives an explanation for his absence satisfying the management that he has not taken up another employment or avocation and that he has no

intention of not joining duties, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service.

In case of an employee who has gone abroad, and has not submitted any application for leave and absents himself for a period of 150 or more consecutive days without or beyond any leave to his credit or absents himself for 150 or more consecutive days beyond the period of leave originally sanctioned or subsequently extended and where the management has reasons to believe that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee's last known address calling upon the employee to report for duty within 30 days of the notice. Unless the employee reports for duty within 30 days or unless he gives an explanation for his absence satisfying the management the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service.

XVII. Part-time Employees

In modification of Clause 14(ii) of Third Bipartite Settlement dated 31 st October 1979, part-time workmen who are members of the subordinate staff and whose normal total working hours per week are more than three hours but less than six hours, shall be paid a minimum of Rs. 100/- p.m. as

consolidated wages.

XVIII. Improvement in Working in Bank's Branches / Offices etc.

1. Having regard to the vital role of the banking industry in the national economy and the various social and economic responsibilities they have been entrusted with from time to time, parties agree that there is a need to improve housekeeping in the offices/branches of banks throughout the country, to ensure efficient cordial and speedy customer service at all times in the banking industry and to promote harmonious industrial relations and better discipline at all levels.

2. (1) **Every workman shall take all possible steps to ensure and protect the interest of the bank and discharge his duties with utmost integrity, honesty, devotion and diligence.**

(2) **Every workman shall be at his place of work, commence the allotted work at the time fixed and notified, work for the full prescribed hours of work and give maximum output.**

3. Unions agree that the authority of the branch manager/officer-in-charge in matters like deployment of staff from time to time and enforcement of rules of the bank in the matter of discipline, customer service and the like, shall be respected by all workmen so as to ensure that the day-to-day smooth and efficient functioning of the branch/office/department is not adversely affected. **If, however, there be any grievance or dissatisfaction in regard to the handling of such matters by the branch manager or any other authority or in regard to the exercise of such authority, the matter shall be resolved expeditiously and amicably through mutual discussions with the branch manager or the authority concerned either by the**

aggrieved workman himself or by the office-bearer(s) of the concerned union or its unit avoiding dislocation of customer service.

Managements discourage abuse of authority on the part of any branch manager or other authority concerned.

Unions deprecate use of any violence or abusive language or vulgar slogans by name against individual officers or their family members.

4. In furtherance of the objective towards improvement in working, parties reiterate for adherence by all concerned of what have been agreed to in Annexure I to the Settlement dated 31st October 1979.

“ANNEXURE I”

Restrictive Practices

Preamble - The IBA, AIBEA and NCBE are in full agreement that no efforts should be spared by them to ensure efficient courteous and speedy customer service in the banking industry. With this common objective in view, some “restrictive practices” were gone into jointly. The unions do not accept that there are any such practices, it is admitted by both sides that the details of situations or circumstances in which certain incidents might have taken place are not available and hence they cannot be gone into in detail. The Unions, however, make it clear that it has never been the intention of the Unions to indulge in any restrictive practices. The IBA concedes that in view of the size of the industry, there are difficulties in attaining perfection in the matter of control of the large workforce and also of regulation and distribution of work at all the offices in the country. Both, IBA and the Unions agree that much depends on the climate

that develops and the relations that are built at the various offices by mutual understanding and respect for each other’s difficulties.

Accordingly, the IBA, AIBEA and NCBE jointly express themselves on the issues as under :

(1) It is for the management to distribute the work equitably amongst the employees with a view to ensuring that every one has a full day’s work. Adjustments would, however, become necessary in the day-to-day working of the offices and in the interest of smooth working, the workmen should carry out all reasonable orders of the local management. The workmen would, however, be free to take up with the management any genuine difficulty in this behalf. The question
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V. S. Kamat Khadpe

For All India Bank

For National Confederation

Employees’ Association

of Bank Employees

Prabhat Kar

O. P. Gupta

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of fixing any arbitrary ceiling on quantum of work by the employees themselves does not, however, arise.

(2) While the services of senior employees would generally be utilised on desks requiring experience and knowledge, no one should refuse to work on any desk in exigencies that may arise.

(3) The allotment of ledger/s to ledger keepers would depend on the number of transactions and the volume of work and not on the number of ledgers. Accordingly, it may be justifiable and necessary to allot more than one ledger, whether in Current Account, Cash Credit, Demand Loan, etc.

(4) Employees with double designations such as clerk-typist, cashier-cum-clerk, etc., may be asked to perform both the duties on the same day. It would, however, be ensured that they are not subjected to frequent changes of work on the same day. Where an employee who is handling cash is asked to work outside cash section he should be given time to tally and hand over his cash,

(5) Where volume of cash work is not heavy, a cashier may be required to work both as a paying and receiving cashier.

(6) Godown-keepers attached to branches may be required to perform clerical duties whenever they are free from godown work.

(7) The system of checking payment made by an employee by another employee and of entrusting the job of issuing tokens exclusively to an employee, are prevailing only

in certain banks at certain centres. The managements may decide on their own about the necessity of continuance or otherwise of these systems.

(8) On special occasions it might be necessary to attend to cash transactions outside business hours. However, due care and caution should be exercised by managements in entertaining such late transactions; such late transactions should be duly authorised by a competent official.

(9) Normally cash should be accepted/paid at the cash counter. But employees should accept/ make payment of cash other than at cash counters under instructions from a competent official in special circumstances and in such cases the concerned employees would be granted immunity from attendant risks.

(10) The work of clerks posted in administrative offices includes drafting of letters, dealing with correspondence, etc. Similar work of a routine nature should also be performed by clerks posted in branches/departments and offices other than administrative offices.

(11) The balancing of ledgers/registers and calculations of monthly products/interest, etc., should not be claimed as work to be necessarily and essentially performed only outside normal working hours.

(12) An employee who is assigned special allowance duties must, subject to availability of time, also perform routine duties of his cadre.”

XIX. Re-categorisation of Banks

(1) In partial modification of Paragraphs 4.128 and 4.129 of the Desai Award and Clause 2.2 of the First Bipartite Settlement dated 19th October 1966, and Clause 2 of the

22. The Federal Bank Ltd.
23. Grindlays Bank p.l.c.
24. The Hindustan Commercial Bank Ltd.
25. The Hongkong & Shanghai Banking Corporation
26. Indian Bank
27. Indian Overseas Bank
28. The Jammu & Kashmir Bank Ltd.
29. Karnataka Bank Ltd.
30. The Karur Vysya Bank Ltd.
31. The Lakshmi Commercial Bank Ltd.
32. The Lakshmi Vilas Bank Ltd.
33. The Mitsui Bank Ltd.
34. The Nedungadi Bank Ltd.
35. New Bank of India
36. Oriental Bank of Commerce
37. Punjab National Bank
38. Punjab & Sind Bank
39. The Sangli Bank Ltd.
40. The South Indian Bank Ltd.
41. State Bank of Bikaner & Jaipur
42. State Bank of Hyderabad
43. State Bank of India
44. State Bank of Indore
45. State Bank of Mysore
46. State Bank of Patiala
47. State Bank of Saurashtra
48. State Bank of Travancore
49. Syndicate Bank
50. Union Bank of India
51. United Bank of India
52. United Commercial Bank
53. United Industrial Bank Ltd.
54. Vijaya Bank

55. The Vysya Bank Ltd.

SCHEDULE II

		SPECIAL ALLOWANCES	
Category of Workmen		Amount of Special Allowance	Amount Ranking for P.F.
		Rs.	Rs.
1.	Telephone Operator	50	30
2.	Relieving Telephone Operator	26	15
3.	Audit Clerk - Category 'A' - Category 'B'	85 161	60 96
4.	Comptist	100	59
5.	Telex Operator	126	75
6.	Teller	164	97
7.	Punch Card Operator	140	83
8.	Accounting Machine Operator	216	128
9.	IBM/1CT Machine Operator	245	146
10.	Stenographer	245	146
11.	Head Clerk	245	146
12.	Assistant Head Cashier		
	Units of 5 clerks and above	155	92
	Units of 4 clerks and below	109	65
13.	Cashier-in-charge of Cash in Pay Office or Branch	164	97
14.	Head Cashier - Category 'A' :		
	Units of 5 clerks and above	216	128
	Units of 4 clerks and below	164	97
15.	Head Cashier - Category 'B' :		
	Units of 5 clerks and above	245	146
	Units of 4 clerks and below	195	116
16.	Head Cashier - Category 'C'	275	163
17.	Head Cashier - Category 'D'	304	181

18.	Head Cashier - Category 'E'	425	252
19.	Special Assistant	456	271
20.	Agricultural Assistant	121	72

For Educational Qualifications

For those workmen who hereafter reach or have already reached 20th stage of the scale and have got increments in consideration of this/these educational qualification(s) Special Allowance(s) shall be payable as under :

			Amount ranking for P.F.
	(In rupees per month)		
60	after they have completed 1 year	After	36
120	after they have completed 2 years	reaching	71
180	after they have completed 3 years	20th stage	107
240	after they have completed 4 years	of the scale	143
300	after they have completed 5 years		178

Subject to the following limits

120	for those who are graduates and/or NDC
60	for those who have passed Part I of CAIB/CAIIB
180	for those who have passed Parts I and II of CAIB/CAIIB
180	for those who are graduates/NDC and have passed

Part I of the CAIB/CAIIB

300	for those who are graduates/NDC and have passed
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Parts I and II of CAIB/CAIIB

Amount of

Category of Workmen	Special Allowance Rs.
1. Cyclostyle Machine Operator	27
2. Liftman	33

3.	Relieving Liftman	20
4.	Cash Peon	33
5.	Watchman/Watchman-cum-Peon	33
6.	Armed Guard	56
7.	Bill Collector	56
8.	Daftary	56
9.	Head Peon	76
10.	Air-conditioning Plant Helper	153
11.	Electrician	153
12.	Driver	173
13.	Head Messenger in Indian Overseas Bank	129

SCHEDULE III

SPECIAL ALLOWANCE DUTIES

The special allowance duties do not include the routine duties of the cadre (clerical/subordinate) which a workman has to normally perform ; but merely refer to those special allowance duties which if performed in addition to the routine duties will entitle a workman to a special allowance on the terms and conditions provided in Chapter V of the First Bipartite Settlement as modified.

For removal of doubts it is clarified that the workman entrusted with duties attracting special allowances can be required to perform routine duties of his cadre and that the following duties shall inter alia form part of the normal duties of the clerical cadre and for the performance of those duties no special allowance shall be payable :

- (i) Acknowledgements of inward mail received.
- (ii) Receipt of cheques, drafts, dividend warrants, pay orders and other like instruments other than bills and giving acknowledgements in the counterfoil.

- (iii) Delivery of cheque books subject to authorisation by competent authority.
- (iv) Issue of cash receipts up to Rs. 1,000/-.
- (v) Issue of E.S.I, stamps wherever applicable or may become applicable.
- (vi) Recounting of currency notes by cash department staff
- (vii) Ensuring the proper contents in covers and envelopes including registered ones before despatch.

**PART I - FOR NON-SUBORDINATE STAFF
(Other than State Bank of India)**

(i) Telephone Operators

Their work involves operating a Telephone P.B.X. Board with a minimum of three external lines on regular assignment.

(ii) Relieving Telephone Operators

Persons who on regular assignment are required to relieve full-time operators referred to above during the recess period or to work in their place during their absence on leave or otherwise, provided they themselves are not regular full-time operators. Such persons will not be entitled to the special allowance for full-time operators on a pro rata basis at any time.

(iii) Audit Clerks

Clerks in the Internal Audit Department whose work involves audit checking of completed vouchers, entries, statements, balances, books of accounts, etc., with a view to confirming their correctness and ascertaining whether office procedures and rules are being correctly followed. The irregularities detected by them are reported to the head of the Audit Department and/or his immediate superior, who is

responsible for taking necessary action.

Note : Checking of returns and statements from branches by other than Internal Audit Department clerks would not be covered by 'audit checking'.

(iv) Audit Clerks Category 'B' - Inspection Assistants

Audit clerks Category 'B' would be audit clerks attached to inspectors on tours and will perform all routine checking functions and generally assist the inspector in the functions including preparation and typing of reports.

Their duties include :

- (1) Assisting in the counting of cash balances, securities, etc., in the presence of the inspecting officials ;
- (2) Assisting the inspecting officers in checking the quantities and values of the securities charged to the bank ;
- (3) Checking the balancing of various deposit account ledgers and verifying the outstanding in- inter-branch/sub-office(s) items-in-transit, suspense sundry deposits, drafts payable, term deposits and deposits at call accounts ;
- (4) Checking items of stationery and marking off vouchers and acknowledgements and assisting in the examination of vouchers other than those of inter-branch/sub-office(s) items-in-transit suspense charges, sundry deposits and stationery accounts;
- (5) Assisting .in preparing the audit returns /reports and typing and generally assisting the inspecting officer in his functions as may be required.

(v) Comptists

Their work involves operating a comptometer on regular assignment.

Second Bipartite Settlement of 12th October 1970, parties agree that on and from 1st January 1986, banks shall be re-classified into two classes as under :

(i) **'A' Class :** Banks with working funds amounting to Rs. 85 crores and above and all foreign banks.

and

(ii) **'B' Class :** Banks with working funds provided hereinafter.

below Rs. 85 crores.

XX 'B' Class Banks

(2) Notwithstanding the provisions of Sub-clause (1) above, Parties agree that the demands of the Unions contained in banks which are classified as 'A' class banks immediately in the respective Charters of Demands dated 3rd January, 1983 prior to 1st January 1986 and which come under the and 22nd February 1983, for revision of pay scales, allowances classification of 'B' class banks on 1st January 1986, all and other terms and conditions of service of workmen in 'B' permanent workmen (whether full-time or part-time and class banks will be discussed and settled as early as possible including workmen on probation) who are in service immediately but not later than 30th November, 1984, and brought into force prior to 1st January, 1986, shall continue to be governed by in banks, which are 'B' class banks on the date of this Settlement the pay scales, allowances and other terms and conditions of and in banks which will become 'B' class banks on and from 1st service applicable to 'A' class banks under this Settlement and January 1986 by virtue of Clause XIX of this Settlement such pay scales, allowances and other terms and conditions

XXI Special Provisions regarding State Bank of India

(whether full-time or part-time and including workmen on probation) recruited on after 1st January 1986, shall be In Supersession of Clause 7 of the Third Bipartite Settlement of 1st August 1979 and Clause 24 of the Third governed by the pay scales, allowances and other terms and Bipartite Settlement dated 31st October, 1979, the special conditions of service applicable to such 'B' class banks as

I.B.M. or I.C.T. (Hollerith - Power Samas) Machine (other than Punches) which sort, analyse and tabulate the punched cards. These machines can be used for the purpose of maintaining inter-branch/agency accounts for reconciliation purposes as also salary and provident fund accounts, at head offices or offices where banks' centralised accounts are maintained.

(xi) Stenographers

Employees required to take dictation in shorthand and/or type letters, statements, documents, etc., and attend to miscellaneous secretariat work.

(xii) Head Clerks

Their duties involve :

(1) Passing independently cash cheques, vouchers etc., up to and including of Rs. 3,000/- and passing, clearing and transfer cheques, vouchers, etc., (whether credits or debits) up to and including Rs. 7,500/-, passing will include verification of signature and scrutiny as to correctness of endorsements on and other particulars of such instruments. It will also include checking and initialling the relative entries in the respective books of accounts (including ledgers).

(2) Checking of vouchers, drafts, pay orders, bill schedules, advices, pass books, statements of accounts, books of accounts (excluding ledgers) and interest, exchange discount, brokerage calculations and initialling them by way of authenticating them for accuracy/correctness. Any eventual authorisation of this work wherever necessary under an existing procedure, shall be done by a superior.

(3) Primary coding and decoding of telegrams (except check cyphers or symbols) subject to eventual authentication by a superior and checking and/or marking off confirmation/s acknowledgement of telegrams.

compensatory provisions and the compensation in regard to Adjusting Allowance and Adjustable Dearness Allowance payable to workmen in State Bank of India shall be revised suitably.

XXII. Special Provision for Bank of India

The employees in the Bank of India who were in the service of the Bank on 1st January 1970 and were drawing a “ Personal Allowance “ will continue to draw the “Personal Allowance” payable to them in terms of the Settlement dated 12th October 1970 subject to that allowance being consolidated as per the Scheme of the present Settlement in respect of Special Allowances.

XXIII. Special Provisions in respect of Some Foreign Banks

Those workmen of the foreign banks who, in terms of the Settlement dated 1st March, 1971 and 8th June 1971, receive “ Special Pay “ and/or “Additional Special Pay” over and above the existing scales of pay, shall have their “Special Pay” and/or “Additional Special Pay” consolidated as per the pattern and formula applicable to special allowance in this Settlement and thereafter the same shall be treated as under:

(a) 59.4% of the consolidated “ Special Pay” shall reckon for all purposes such as city compensatory allowance, house rent allowance, bonus, provident fund, gratuity/pension.

(b) In respect of consolidated “Additional Special Pay” the same shall reckon for all purposes as above except that it shall not reckon for provident fund and gratuity/pension, that is, superannuation benefits.

XXIV. Implementation

For the purpose of making the requisite adjustments and payments under this Settlement the banks will have time of three months from the date of this Settlement. The existing provisions for the purpose of calculation and payment of overtime will continue to apply from 1st July 1983, till the date

of this Settlement notwithstanding the fact that the new scales of pay, dearness allowances, etc., have come into operation in the meantime.

XXV Date of Effect and Operation

(1) This Settlement shall, unless expressly provided otherwise in this Settlement come into force with retrospective effect from 1st July 1983 and shall be binding on the parties for four years from 1st July 1983 ;

(2) The terms and conditions hereof shall continue to govern and bind the parties even thereafter until the Settlement is terminated by either party giving to the other a statutory notice as prescribed in law for the time being in force ;

(3) The AIBEA and NCBE on behalf of the workmen agree that during the operation of this Settlement the workmen will not raise any demand of any nature whatsoever on any of the banks in respect of matters covered by this Memorandum of Settlement;

(4) Copies of the Memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes (Central) Rules, 1957 so that terms and conditions thereof are binding on the parties as provided in law.

XXVI. Interpretation

If any doubt or difficulty arises regarding interpretation of any of the provision of this Settlement the matter will be taken up only at the level of the Indian Banks’ Association and

safe custody jointly with an officer and being accountable for

the All India Bank Employees' Association and the National Confederation of Bank Employees for discussion and settlement

For Indian Banks' Association

(S/Shri)

B. V. Sonalker	G. Chandran
M. N. Goiporia	R. S. Gupta
R. Srinivasan	R. K. Ghotgalkar
L. B. Bhide	K. Venkatachari
P. S. V. Mallya	N. S. Pradhan
A. V. Rajagopafan	B. D. Upasani
M. Ram Mohan Rao	S. Mohan Kumar .
C. R. Vaitheeswaran	V. S. Kamat Khadpe
For All India Bank Employees' Association	For National Confederation of Bank Employees
Prabhat Kar	O. P. Gupta
K. K. Mundul	S. N. Duber
P. S. Sundaresan	M. Rajgopal
Tarakeswar Chakraborti	P. Balagopala Menon
D. P. Chadha	M. R. Awasthi
N. Sampath	P. Lakshminarasiah

Witness :

(R. Mascarenhas)

(A. Sunder Rao)

(Gurudas Chatterjee)

(P. N. Tewari) (A. K. Singh)

C.C. to 1. Asst. Labour Commissioner (Central)

2. Regional Labour Commissioner (Central)

3. Chief Labour Commissioner (Central) New

Delhi

4. The Secretary to the Govt. of India, Ministry

of

Labour, New Delhi

SCHEDULE

LIST OF BANKS

1. Algemene Bank Nederland N. V.
2. Allahabad Bank
3. American Express International Banking Corporation
4. Andhra Bank
5. Bank of America NT & SA
6. Bank of Baroda
7. Bank of India
8. Bank of Maharashtra
9. The Bank of Rajasthan Ltd.
10. The Bank of Tokyo Ltd.
11. Banque Nationale De Paris
12. The Benares State Bank Ltd.
13. Bharat Overseas Bank Ltd.
14. The British Bank of the Middle East
15. Canara Bank
16. The Catholic Syrian Bank Ltd.
17. Central Bank of India
18. The Chartered Bank
19. Citibank N.A.
20. Corporation Bank
21. Dena Bank

(vi) Telex Operators

Their work involves operating a Telex Machine on regular assignment.

(vii) Tellers

Passing and cash payment of all cheques/withdrawal forms/travellers cheques/gift cheques up to and including Rs, 3,000/

(viii) Punch Card Operators/Data Entry Operators

Persons who, on regular assignment, are required to operate punches for preparing punch cards or verifying punched cards or similar operations for use on the I.B.M. or the I.C.T. (Hollerith - Power Samas) machines or any other similar machines.

(ix) Accounting Machine Operators

Persons who, on regular assignment are required to operate Ledger Accounting Machines like National Cash Register Machines, Remington Rand Accounting Machines, Blue Star Accounting Machines etc. These machines can be used for the purposes of ledger and statement posting of Current Accounts, Savings Bank Accounts, Deposits Accounts, General Ledger Accounts, inter-branch/agency Accounts, Salary and Provident Fund Accounts.

(x) I.B.M., I.C.T. (Hollerith - Power Samas) Machine Operators
Persons who, on regular assignment are required to-operate

(xiii) Assistant Head Cashiers

(above the level of routine clerks)

Their job is to assist the head cashier in looking after and checking the work of clerks in the cash department.

(xiv) Cashier-in-charge of Cash in Pay Offices or Branches

Single cashier in pay offices or branches holding cash and valuables in joint custody with an officer, accountable for them and responsible for the running of the cash department.

(xv) Head Cashiers - Category 'A'

(For banks other than the Subsidiary Banks of the State Bank of India)

Their duties involve :

Holding the bank's cash, keys, and/or other valuables in safe custody jointly with an officer and being accountable for them and being responsible for the running of the cash department.

Note: In banks where such practice is in existence the opinion

compilation work and verification of vernacular signatures/endorsements may, if the bank so desires, be continued to be done by employees under this category without disturbance, in which case the head cashier shall be entitled for an additional special allowance of Rs. 5/- p.m.

(xvi) Head Cashiers - Category 'B'

(For the Subsidiary Banks of the State Bank of India)

Their duties involve :

- (1) holding the bank's cash, keys and/or other valuables in safe custody jointly with an officer and being accountable for them and being responsible for the running of the cash department ; and
- (2) opinion compilation ; and
- (3) verification of vernacular signatures/endorsements.

(xvii) Head Cashiers - Category 'C'

(For banks other than the Subsidiary banks of the State Bank of India)

Their duties involve :

- (1) holding the bank's cash, keys and/or other valuables in safe custody jointly with an officer and being accountable for them and being responsible for the running of the cash department ; and
- (2) countersigning cheques and/or drafts (on selves or correspondents), payment orders, deposit receipts, etc.

Notes: (a) In banks where such practice is in existence, the opinion compilation work and verification of vernacular signatures/endorsements will continue to be done by employees under this category without disturbance.

(b) 'Countersigning' means signing in a manner whereby the primary responsibility for ensuring that all the formalities are complete, rests with the other signatory.

(c) In banks where the practice of discharging bills/hundies, for payment received only, is in existence it may be continued to be done by this category.

(xviii) Head Cashiers - Category 'D'

(For the Subsidiary Banks of the State Bank of India)

Their duties involve :

- (1) holding the bank's cash, keys and/or other valuables in them and being responsible for the running of the cash department ; and
- (2) opinion compilation work ; and
- (3) verification of vernacular signatures/endorsements ; and
- (4) attending to Government Treasury work.

(xix) Head Cashiers - Category 'E'

(For all banks including the Subsidiary Banks of the State Bank of India)

Their duties are the same as those of Head Cashiers in Category (A) or (B) or (C) or (D) plus all or any of the following duties:

- (1) discharging/endorsing bills, cheques, etc.;
- (2) opinion compilation work and verification of vernacular signatures (to the extent it is not already covered under Categories A, B, C, or D) ;

- (3) being in charge of clearing and godown departments, etc.;
- (4) guaranteeing the cash staff under them ;
- (5) passing independently clearing and transfer cheques, vouchers, etc., (whether credits or debits) up to and including Rs. 15,000/- and cash vouchers up to Rs. 15,000/- jointly with an authorised person,

(xx) Special Assistants

Special assistants will be accountable and responsible for running of the department/section under them and their duties will involve looking after and checking the work of other clerk or clerks and sub-staff and will include :

- (1) Passing independently cash, cheques up to Rs. 10,000/- and clearing and transfer cheques, vouchers, etc., (whether credits or debits) up to and including Rs. 25,000/- (or any higher limit fixed by the bank on its own discretion). Passing will include verification of signatures and scrutiny as to the correctness of endorsements on and other particulars of such instruments ;
- (2) Signing vouchers, cheques, drafts, mail transfers, pay orders, advices such as non-payment advices, inter-branch fate calling advices, bill schedules, demand notices, statements certificates, etc.
- (3) Checking all vouchers, advices, statements, cheques, drafts, etc., bills and books of accounts including current, savings and other ledgers, cash, postal and revenue stamps, franking machine balances.
- (4) Checking current, savings and other ledgers. PROVIDED that if any additional allowance is paid to any employee/s under any existing system in a bank for ledger checking, such payment and ledger checking system shall

continue undisturbed, and such continuance shall preclude any claims by a workman for a change in status.

- (5) Checking the coding and decoding of telegrams (excluding check symbols or cyphers). 'Checking' would mean verifying that the material checked is in order in all respects and also includes initialling the same for authentication.
- (6) Discharging, endorsing cheques, bills, etc.
- (7) Inspecting godowns (only in banks where such work is already being done by workmen).

For the purpose of efficient and effective functioning of the section or department, the special assistant shall ensure that all acts, things and steps necessary therefor are taken by himself or by the clerks placed under him and shall ensure that, wherever necessary :

- (a) Reminders are sent on time and followed up ;
- (b) Pass sheets/books are filled up and issued promptly ;
- (c) Deposits are renewed on due dates or reminders sent to the parties ;
- (d) Standing instructions are complied with ;
- (e) Bills are accepted and due dates diarised/advised and followed up ;
- (f) Interest, commissions and service charges are collected
- (g) Proceeds of bills are received or remitted promptly
- (h) Confirmation of balances of accounts of the customers and its follow-up ;
- (i) All securities relating to the department/section of which the special assistant is in charge are secured or kept in proper custody and properly handed over to the authorised person at the close of the day ;
- (j) Balances promptly taken, tallied and reported and followed up and also returns submitted ;
- (k) Advices and/or duplicate advices/summaries are issued/ responded promptly, whenever called for;